

AGENDA
VILLAGE OF WHEELING REGULAR MEETING
MONDAY, MAY 17, 2010 AT 6:30 P.M.
BOARD ROOM, 2 COMMUNITY BOULEVARD,
WHEELING, ILLINOIS
VILLAGE PRESIDENT JUDY ABRUSCATO PRESIDING

THIS MEETING WILL BE TELEVISED ON WHEELING CABLE CHANNELS 17 & 99

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL FOR ATTENDANCE**
- 4. APPROVAL OF MINUTES:** Regular Meeting of May 3, 2010
- 5. CHANGES TO THE AGENDA**
- 6. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS AND AWARDS**

Proclamation: William Straub Day – June 1, 2010
Proclamation: Jeff Kopper Day – June 7, 2010
- 7. APPOINTMENTS AND CONFIRMATIONS**
- 8. ADMINISTRATION OF OATHS**
- 9. CITIZEN CONCERNS AND COMMENTS**
- 10. STAFF REPORTS**
- 11. CONSENT AGENDA - All items listed on the Consent Agenda are considered to be routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed from the general order of business and considered after all other regular Agenda items.**
- 12. OLD BUSINESS**
- 13. NEW BUSINESS All listed items for discussion and possible action**
 - A. Two (2) Resolutions** Authorizing the Acceptance of Cook County Justice Assistance Grants
 - 1. Resolution** Authorizing the Acceptance of the Cook County Justice Assistance Grant (J.A.G.) in the Amount of \$20,813.00 Funded through the Department of Justice and Administered by the Cook County Board of Commissioners Judicial Advisory Council
 - 2. Resolution** Authorizing the Acceptance of the Cook County Justice Assistance Grant (J.A.G.) in the Amount of \$69,505.00 Funded through the Department of Justice and Administered by the Cook County Board of Commissioners Judicial Advisory Council

- B. **Resolution** Authorizing the Purchase of Appliances for New Fire Station 24/Headquarters at a Cost Not to Exceed \$32,678.00
- C. **Ordinance** Amending the Village of Wheeling Annual Budget for the Fiscal Year Beginning January 1, 2010 and ending December 31, 2010
- D. **Ordinance** Amending Title 17, Planning, Subdivision, and Developments, of the Wheeling Municipal Code, Chapter 17.26, Impact Fees

14. **OFFICIAL COMMUNICATIONS**

15. **APPROVAL OF BILLS** April 29, 2010 – May 12, 2010

16. **EXECUTIVE SESSION**

17. **ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED**

18. **ADJOURNMENT**

IF YOU WOULD LIKE TO ATTEND A VILLAGE MEETING BUT REQUIRE AN AUXILIARY AID, SUCH AS A SIGN LANGUAGE INTERPRETER, PLEASE CALL 847-499-9085 AT LEAST 72 HOURS PRIOR TO THE MEETING.

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #13 .A-1

DATE OF BOARD MEETING: May 17, 2010

TITLE OF ITEM SUBMITTED: A resolution authorizing acceptance of the Cook County Justice Assistance Grant agreement for the award of Non-Stimulus Grant Funds.

SUBMITTED BY: Police Chief William Benson

BASIC DESCRIPTION OF ITEM¹: Provides for funding to host a P.A.C.T. Camp for community youths, and overtime reimbursement for Police Department personnel to provide Outreach/mentoring, as well as gang suppression and drug interdiction in areas known to and identified by the Police Department. These programs and activities will take place in Village Fiscal Year 2011.

BUDGET²: Funds, in the amount of \$20,813.00, are awarded through the Cook County Board of Commissioners and administered by the Cook County Judicial Advisory Council. Awards are received by the Police Department in advance of expenditures and will have no impact on the Village budget. This grant award requires no matching funds from the Village of Wheeling.

BUDGET: Resolution approved by the Village Board

EXHIBIT(S) ATTACHED: Justice Assistance Grant Application for Non-Stimulus Grant Funds, Program Narrative, and Resolution.

RECOMMENDATION: Acceptance of Resolution.

SUBMITTED FOR BOARD APPROVAL: VILLAGE MANAGER 

¹ The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

² If applicable, provide all budgetary considerations as follows: is the item covered in the current budget, fund(s), the item is to be changed to, expenses per fund(s) and total cost, and necessary transfer(s) or supplemental appropriation(s).

RESOLUTION NUMBER 10-_____

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE COOK COUNTY
JUSTICE ASSISTANCE GRANT (J.A.G.) IN THE AMOUNT OF \$20,813.00
FUNDED THROUGH THE DEPARTMENT OF JUSTICE AND
ADMINISTERED BY THE COOK COUNTY BOARD OF COMMISSIONERS
JUDICIAL ADVISORY COUNCIL**

WHEREAS, the Wheeling Police Department qualifies for a Cook County Justice Assistance Grant (J.A.G.) for the purpose of crime prevention, and;

WHEREAS, this is a program funded through the County of Cook Board and the Department of Justice for crime prevention and control, and therefore maintains a seamless transition, and;

WHEREAS, the Wheeling Police Department proposes to utilize this grant to conduct a P.A.C.T. Camp for selected community youth, Outreach, and enhance the security of the citizens of the Village of Wheeling in keeping with the B.A.D.G.E. and Project Shield missions, and;

WHEREAS, a proposal has been approved by the Cook County Board Judicial Advisory Council for Non-Stimulus Justice Assistance Grant Funds for the Village of Wheeling Police Department to fully expend funds no later than September 30, 2012 in the amount of \$20,813.00 for the Wheeling Police program and project, and;

WHEREAS, the President and Board of Trustees have determined it would be in the best interest of the Village of Wheeling to accept the grant for the gang suppression/drug interdiction programs identified as P.A.C.T. Camp and Outreach,

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village of Wheeling authorize the Village Manager and the Chief of Police to accept the grant and further authorize them to sign appropriate application and various forms and make required submissions and do all things necessary to make the applications for the funds requested in and of this resolution with all funding to be obligated by September 30, 2012.

Trustee _____ moved, seconded by Trustee _____ that Resolution Number 10-_____ be adopted.

Trustee Argiris

Trustee Horcher

Trustee Brady

Trustee Lang

Trustee Heer

Trustee Vogel

ADOPTED this _____ day of _____, 2010, by the Village President and Board of Trustees of the Village of Wheeling, Illinois.

Village President

ATTEST:

Elaine E. Simpson, Village Clerk



OFFICE OF THE
JUDICIAL ADVISORY COUNCIL, COOK COUNTY, ILLINOIS
69 W. WASHINGTON STREET, SUITE 1110
CHICAGO, ILLINOIS 60602
TELEPHONE 312-603-1133
FACSIMILE 312-603-9974

CHAIRMAN
WILLIAM R. QUINLAN, Esq.

EXECUTIVE DIRECTOR
DANIEL J. COUGHLIN

May 3, 2010

Honorable Judy Abruscato
President
Village of Wheeling
2 Community Blvd.
Wheeling, Illinois 60090

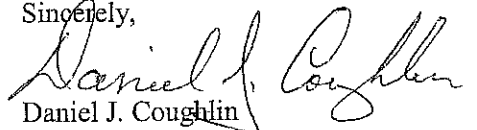
Dear President Abruscato:

Please find two original Cooperation and Grant Agreements that are to govern the Federal Fiscal Year 2009 Justice Assistance Grant. Upon your and the Village's Board review and approval, please sign in the identified locations (see pg. 7) of the Cooperation and Grant Agreements. Also, please have the Village Clerk sign on the indicated attest line on both Agreements. Upon signing **please return both of the Agreements to our office**. Once signed by the State's Attorney, an original will be returned to you for your records.

I would suggest, in order to facilitate the execution of the above Cooperation and Grant Agreements, that once approved and signed you have them dropped off or returned by messenger to this office to my attention.

If you have any questions please contact me at your convenience.

Sincerely,



Daniel J. Coughlin

Cc: Melody Bonk
File

Encls.



COOPERATION AND GRANT AGREEMENT

This Agreement (the "Agreement") is made and entered into as of this day May 3, 2010, by and between the County of Cook (the "County") through its Judicial Advisory Council ("JAC"), pursuant to authorization by the Board of Commissioners of Cook County, and the Village of Wheeling ("The Grantee").

1. BACKGROUND

A. City/County Agreement. The County has entered into an Agreement with the U.S. Department of Justice (the "DOJ") pursuant to a Justice Assistance Grant ("JAG") Program in accordance with the Omnibus Act of 2009 (2009-DJ-BX-0589) to fund various projects and programs provided for under the JAG Program ("Funded Programs") which have been or will be submitted for approval by the DOJ. Documents describing County's and DOJ obligations under the JAG program are attached as Exhibits A, B, C1 and C-2 ("Exhibits" or "DOJ Grant Award Documents"), including any documents which have been incorporated.

B. Grantee's Funded Program. The County hereby agrees to fund Grantee in the amount of Twenty Thousand Eight Hundred and Thirteen Dollars to conduct a Funded Program to be funded by the County solely from DOJ grant funds received by the County as provided above. Grantee agrees that these funds will be matched with \$0.00 from non-federal sources. Subject to the exception articulated in Paragraph 3B, below, Grantee agrees to be bound by the terms and conditions of this Agreement and all terms and conditions pertaining to the conduct of the Funded Program and the expenditure of DOJ Funds as set forth in the Exhibits and their incorporations. To the extent that any of the terms of this Agreement, and the DOJ Grant Award Documents conflict, the DOJ Grant Award Documents shall control. County's funding obligations pursuant to this Agreement shall be contingent upon the receipt by the County of the funds pursuant to the DOJ Grant Award Documents.

C. Administration of Agreement. This Agreement will be coordinated and administered on behalf of County by the Office of the Judicial Advisory Council. All reports shall be submitted to and approvals obtained from Mr. Daniel Coughlin, Executive Director of the Judicial Advisory Council, 69 West Washington Street, Suite 2610, Chicago, Illinois 60602.

2. GENERAL CONDITIONS

A. Use of Funds. Grantee shall use the funds received pursuant to this Agreement solely for Crime Prevention programs as authorized under the JAG Program. The grant of funding the Grantee shall not be considered a commitment for any future funding. All funds granted under this Agreement shall be obligated by the Grantee by September 30, 2012 (FFY 2009). Expenditure of funds shall require that funds actually be disbursed.

B. Budget. Grantee shall submit for County review and approval a Program Budget for its Funded Program using FFY 2009 funds provided to Grantee pursuant to this Agreement.

Such budget may be amended from time to time if agreed to in writing by the parties to this Agreement. County shall have no liability for any expenses, incidental or otherwise, not set forth in this budget. Payments to Grantee shall be in accordance with the cash flow plan as approved by County, and may be made contingent upon the County's advance receipt of reports required or requested under this Agreement. Payments for Programs identified in the Program Budget may be made contingent upon the County's advance receipt of reports required or requested under this Agreement.

C. Reports. Grantee shall submit regular financial expenditure and progress reports promptly and on a schedule which shall be determined by the County. The schedule for prompt submissions of these quarterly reports shall be: 6/21/2010, 9/20/2010 and 12/20/2010, 3/21/2011, 6/20/2011, 9/19/2011, 12/19/2011, 3/19/2012, 6/18/2012 and 9/17/2012. The final close-out financial report and narrative are to be submitted on or before October 19, 2012. Detailed information shall be included in such reports as requested by the County which may require that the reports be submitted in both a paper and electronic format. The frequency and dates for such reports may be changed by County upon notice to the Grantee. Financial reports shall include information regarding the encumbrance and expenditure of funds approved in the Program Budget. Progress reports shall include information regarding the status of all programs identified in the Program Budget including, the status of any necessary contracts or County Board approval procedures or the other County purchasing procedures necessary to pay for, carry-out or authorize the funded programs. Upon request, the Grantee also shall provide the County with data and reports concerning any program identified in the Program Budget. Such data and reports shall be in a form and at such frequency as determined by the County.

D. Failure to Submit Required Reports. In the event that the Grantee fails to submit any of the information required in paragraph "C," above, or, in the event that any of the information submitted to the County by the Grantee indicated that funds awarded to the Grantee pursuant to this Agreement are not being expended in an appropriate or timely manner, the County is authorized to notify the Grantee in writing that the County may withdraw some or all of the funds awarded to the Grantee pursuant to this Agreement. The Notification for the County shall specify the failures or defects identified by the County and the funds and programs potentially affected thereby. The Grantee shall have 21 days after receiving notification from the County of the possible withdrawal of funds to submit a written plan to cure any failures or defects identified by the County in its notification letter. Failure on the part of the Grantee to submit a written plan which addresses all stated deficiencies stipulated by the County within the 21-day period may result in the withdrawal by the County of some or all of the funds that are the subject of the County's notification letter.

E. Audits. County reserves the right to conduct an audit of Grantee's books and records. Additionally, Grantee may be subject to audits pursuant to the DOJ documents, or applicable law. Grantee shall keep books and records of all expenditures of funds provided under this Agreement in accordance with generally acceptable accounting principles and sufficient to permit an audit in conformance with OMB Circular A-133, hereby incorporated into this Agreement and attached as Exhibit B. Grantee shall promptly cooperate with County's request for audit. Grantee shall immediately refund to the County any amounts paid to Grantee under this Agreement which County or any other entity

entitled to Audit Grantee determines have not been utilized in accordance with terms of this Agreement. Where County determines in its sole discretion that the Grantee is not on compliance with the terms of this Agreement, The County may take any actions deemed appropriate to protect the County's interests, including termination of this Agreement.

F. Fiduciary Duty. Grantee, its officers, employees, volunteers, or agents, including subcontractors, shall have a fiduciary duty to the County to operate in good faith, trust, confidence, and candor and to exercise a high standard of care in conducting the Funded Program and in managing the DOJ grant funds received from the County.

G. Assumption of Liability. The Grantee agrees to assume liability for failure of Grantee, its officers, employees, volunteers, independent contractors or subcontractors or other to perform satisfactorily under the terms of this Agreement up to the value of the DOJ grant funds.

H. Insurance. Grantee agrees that it will maintain during the term of this Agreement policies of insurance adequate to protect against liability arising from all services and activities to be performed under this Agreement and shall submit certificates of insurance of its coverage to County prior to submitting its first request for distribution of funds. Upon request by County, Grantee shall require any subcontractor who provides services relating in any way to this Agreement to maintain insurance or secure bonding adequate to protect against all liabilities arising from these activities and shall furnish the County with these certificates of insurance or bonding. Where such request is made, the bond of each person shall be in an amount equal to the funding provided for by this Agreement, from a surety acceptable to the County.

3. COMPLIANCE WITH LAWS AND TERMS OF UNDERLYING GRANT

A. General. The Grantee, its officers, employees, and agents shall at all times, in the performance of the obligations and Funded Program provided for under this Agreement, comply with all applicable laws, ordinances, rules and regulations and executive orders of the federal, state, County and other local government now existing or later in effect, that may in any manner affect the performance of Grantee's obligations under this Agreement.

B. Compliance with Requirements of the JAG Program. Grantee hereby acknowledges and agrees to be bound by the obligations set forth in the DOJ Grant Award Documents.

4. DISCLAIMER OF RELATIONSHIP

County and Grantee are independent contractors for purposes of this Agreement. Nothing contained in this Agreement nor any act of the County is intended to or shall be construed by any person or entity to create any third party beneficiary nor to create any relationship of partners, joint ventures or any other relationship between Grantee and County other than that of independent contractors.

5. LIMITATION OF LIABILITY

No official, employee or agent of County is individually or personally liable to the Grantee, its successors or assigns, in the event of default or breach by the County under this Agreement.

6. NOTICES

All notices required to be given under this Agreement shall be given to the primary contact persons listed in this Section. County and Grantee will notify each other, not later than 30 days after a change in the primary contact persons, as to the name, address, telephone number, fax number of the respective primary contacts for purposes of this Agreement. As of the date this Agreement is signed, the primary contact persons shall be:

For County: Daniel J. Coughlin, Executive Director
Judicial Advisory Council of Cook County
Suite 2610
69 West Washington Street
Chicago, Illinois 60602
312/603-1133
312/603-9974 (Fax)

For Grantee: President Judy Abruscato
Village of Wheeling
2 Community Blvd.
Wheeling, Illinois 60090
847.459.2600

Melody Bonk
Wheeling Police Department
255 West Dundee Road
Wheeling, Illinois 60090
Phone: 847.459.2962
Fax: 847.520.2024

7. MODIFICATIONS

This Agreement may be altered, modified, or amended only by written instrument signed by County and by Grantee.

8. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the provision will be deemed severed from this Agreement to the extent of its invalidity or unenforceability. The parties do not intend the remainder of this Agreement to be affected by any such holding, each of the provisions of this Agreement being severable in any instance.

9. GOVERNING LAW

This Agreement shall be governed and construed in accordance with Illinois law.

10. TERM OF THE AGREEMENT

A. Term. This Agreement takes effect upon execution by the County, provided the Grantee has executed the Agreement prior thereto, and shall continue until the completion of the Funded Program, unless terminated sooner in accordance with this Agreement. The Grantee will obligate and expend funds provided for by this Agreement in accordance with the terms and restrictions set forth herein and shall satisfy all its obligations to the County set forth herein, as required both prior to and following the County's completion of funding. All obligated funds must be expended by September 30, 2012

B. Funding Obligation. The County shall have no obligation for funding any expenses which have not been obligated on or before September 30, 2012 or the date established by the DOJ and agreed to in writing by the parties, whichever is later.

11. TERMINATION

The commitments made under this Agreement are conditioned upon satisfactory performance. Each party shall have the right to terminate the Agreement immediately upon written notice to the other if the other party fails or refuses to honor any of its commitments under this Cooperation and Grant Agreement or under the terms for reporting and performance, as incorporated into this Agreement and attached as "Exhibit C1." In addition, this Cooperation and Grant Agreement may be terminated by the County by giving 90 days prior written notice to the Grantee. In the event of any termination, the Grantee shall, within seven (7) days, refund to the County all funds provided to Grantee by County which have not been expended and shall refrain from expending any funds which have been obligated until approval has been obtained for the expenditure by the County. In the event the County refuses to approve an expenditure, Grantee shall refund the funds to the County within seven (7) days.

12. ASSIGNMENT

Neither the County nor the Grantee shall be permitted to assign this Agreement without the prior written consent of the other party.

13. GRANTEE FUNDED PROGRAM DESCRIPTION AND BUDGET

Upon written approval of the Grantee's Funded Program description and Budget by County, Grantee's Funded Program description and Budget shall be incorporated to this Agreement as the scope of services to be performed by Grantee under the terms of this Agreement as if the same had been fully set forth herein. County shall maintain a copy of same as a part of this Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

COUNTY OF COOK, ILLINOIS:

By: _____
Daniel J. Coughlin, Executive Director
Judicial Advisory Council of Cook County

Date: _____

GRANTEE:

Name of Grantee

By: _____
Authorized Signatory

Print Name

Title

Date

Attest:

By: _____
Signature

Print Name

Title

APPROVED AS TO FORM:

Assistant State's Attorney

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #13 . A-2

DATE OF BOARD MEETING: May 17, 2010

TITLE OF ITEM SUBMITTED: A resolution authorizing acceptance of the Cook County Justice Assistance Grant agreement for the award of Non-Stimulus Grant Funds.

SUBMITTED BY: Police Chief William Benson

BASIC DESCRIPTION OF ITEM¹: Provides for funding to purchase in-car mobile equipment and must be expended by February 28, 2013.

BUDGET²: Funds, in the amount of \$69,505.00, are awarded through the Cook County Board of Commissioners and administered by the Cook County Judicial Advisory Council. Awards are received by the Police Department in advance of expenditures and will have no impact on the Village budget. This grant award requires no matching funds from the Village of Wheeling.

BUDGET: Resolution approved by the Village Board

EXHIBIT(S) ATTACHED: Justice Assistance Grant Application for Stimulus Grant Funds, Program Narrative, and Resolution.

RECOMMENDATION: Acceptance of Resolution.

SUBMITTED FOR BOARD APPROVAL: VILLAGE MANAGER 

¹ The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

² If applicable, provide all budgetary considerations as follows: is the item covered in the current budget, fund(s), the item is to be changed to, expenses per fund(s) and total cost, and necessary transfer(s) or supplemental appropriation(s).

RESOLUTION NUMBER 10-_____

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE COOK COUNTY
JUSTICE ASSISTANCE GRANT (J.A.G.) IN THE AMOUNT OF \$69,505.00
FUNDED THROUGH THE DEPARTMENT OF JUSTICE AND
ADMINISTERED BY THE COOK COUNTY BOARD OF COMMISSIONERS
JUDICIAL ADVISORY COUNCIL**

WHEREAS, the Wheeling Police Department qualifies for a Cook County Justice Assistance Grant (J.A.G.) for the purpose of crime prevention, and;

WHEREAS, this is a program funded through the County of Cook Board and the Department of Justice for crime prevention and control, and therefore maintains a seamless transition, and;

WHEREAS, the Wheeling Police Department proposes to utilize this grant to purchase in-car mobile equipment for squad cars to provide access to information relative to the safety and security of the citizens of the Village of Wheeling in keeping with the B.A.D.G.E. and Project Shield missions, and;

WHEREAS, a proposal has been approved by the Cook County Board Judicial Advisory Council for Stimulus Justice Assistance Grant Funds for the Village of Wheeling Police Department to fully expend funds no later than February 28, 2013 in the amount of \$69,505.00 for the Wheeling Police program and project, and;

WHEREAS, the President and Board of Trustees have determined it would be in the best interest of the Village of Wheeling to accept the grant to control and minimize negative influences on the community,

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village of Wheeling authorize the Village Manager and the Chief of Police to accept the grant and further authorize them to sign appropriate application and various forms and make required submissions and do all things necessary to make the applications for the funds requested in and of this resolution with all funding to be obligated by February 28, 2013.

Trustee _____ moved, seconded by Trustee _____ that Resolution Number 10-_____ be adopted.

Trustee Argiris

Trustee Horcher

Trustee Brady

Trustee Lang

Trustee Heer

Trustee Vogel

ADOPTED this _____ day of _____, 2010, by the Village President and Board of Trustees of the Village of Wheeling, Illinois.

Village President

ATTEST:

Elaine E. Simpson, Village Clerk

Village of Wheeling Police Department

BUDGET REQUEST

2009 Justice Assistance Stimulus Grant

BUDGET CATEGORY

A.	Personnel	<u>\$0.00</u>
B.	Fringe	<u>\$0.00</u>
C.	Travel	<u>\$0.00</u>
D.	Equipment	<u>\$69,505.00</u>
E.	Supplies	<u>\$0.00</u>
F.	Other	<u>\$0.00</u>
TOTAL PROJECT COSTS		<u>\$69,505.00</u>
JAG funds requested		<u>\$69,505.00</u>
Non JAG funds committed		<u>\$0.00</u>

**VILLAGE OF WHEELING POLICE DEPARTMENT
APPLICATION FOR FEDERAL FISCAL YEAR 2009
JUSTICE ASSISTANCE GRANT STIMULUS FUNDS
AS PROVIDED BY THE COOK COUNTY BOARD OF COMMISSIONERS
AND ADMINSTRATED BY THE JUDICIAL ADVISORY COUNCIL
OF COOK COUNTY**

The Wheeling Police Department, in partnership with President Stroger and the Cook County Board of Commissioners, has realized successful community-oriented programs with funds received through the Justice Assistance Grant. This grant, administered through the Cook County Judicial Advisory Council, has provided equipment to enhance the safety of the community and the performance of its Police Officers, and fostered programs focusing on diverting community youths from gangs and drugs, while promoting a positive interaction between Wheeling Police Officers, the youths and community.

PROPOSAL NARRATIVES

A. Goal Statement (Crime Control)

The Wheeling Police Department proposes to enhance the capabilities of its officers by providing them with in-car mobile computer equipment to facilitate the acquisition of intelligence information. This will provide for the increased safety of the community and the Police Officers while they go about their regular duties and responsibilities, conducting drug, gang, and criminal interdiction along with enforcement action designed to support the Cook County initiatives for the B.A.D.G.E. program with a zero tolerance toward gang and drug activity.

B. Statement of Problem

The Village of Wheeling resides in both Cook and Lake Counties and has common borders with six other municipalities. Our schools and park districts also have boundaries which crossover into other communities. The Village is bisected by two major State highways and borders the Illinois State Toll Way, Route 294. The community is served by the Metra commuter railroad and co-owns Chicago Executive Airport (formerly known as Palwaukee). Based on the location of the community and available transportation, the opportunity for mobile crime activity is high, with the two most common forms of mobile criminal activity being gang and drug offenses. In 1999, a homicide motivated by drug involvement, was committed by identified gang members, and in 2006, a gang-related retaliatory shooting resulted in the death of a 16 year old boy in front of his home.

These issues continue to cause trepidation throughout the community and increase the need for police officers to have the most current information. To reduce activities contributing to this problem it is essential that officers have the most advanced tools and equipment available to enable them to take a strong proactive and a zero tolerance enforcement approach toward drug and gang crime. The ability to access identifying information including pictures of gang members and/or offenders will provide the greatest level of safety to the community and the officers.

C. Targeted Area

The targeted area will be the geographical boundary of the Village of Wheeling, which includes Community High School District 214, Community Consolidated School District 21, and Prospect Heights School District 23, which also serves the Village of Wheeling.

D. Targeted Group

The acquisition of updated equipment will allow the Wheeling Police Department to broaden its target group and focus to include youths and adults, both genders, with a history of criminal involvement (limited or otherwise). Due to the mobility of these types of crimes and affiliations, adults (over the age of 18), with recognized gang affiliations, who utilize intimidation techniques, and occupying or visit known gang locations, will be included in this target group. Individuals targeted will include identified gang members, drug abusers, and those with an arrest or conviction history through juvenile probation, a disciplinary history in school, and/or at risk for being involved in the previous stated activities. Special enforcement action targeting gang and drug crimes will focus on schools, park facilities, and other identified locations where these individuals congregate.

Demographics drawn from the District 214 Wheeling High School 2009 Illinois School Report Card reflects a 56.4% minority representation broken down as 2.9% African American, 43.1% Hispanic, 6.7% Asian, 0.1% Native American and 3.6%

multi-racial. The 2009 Report Card reflected 26.3% as low income, 10.2% limited English proficiency, with a 0.2% chronic truancy rate and a 10.4% mobility rate.

Based on the 2009 Illinois School Report Cards, the two middle schools averaged a 63.25% minority representation; with 2.0% African American, 53.65% Hispanic, 4.4% Asian, 0.05% Native American, and 2.25% Multi-racial. The Report Card also reflected 49.45% low income, 0.05% truancy rate, 25.1% are limited English proficient, and a 4.65% mobility rate. The four elementary schools average a 79.02% minority representation with 2.05% African American, 68.03% Hispanic, 5.80% Asian, and 3.15% Multi-racial. The 2009 Report Card also reflected 48.83% low income, 56.75% limited English proficient, 10.7% mobility rate and 0.1% chronic truancy rate.

Note: A special census taken in 2006 for the Village of Wheeling indicated an approximate population of 38,555 with a minority representation of 2% African-American, 13.7% Asian, 24.2% Hispanic, and 3.4% identified as *Other* in the community.

E. Types of Service

Patrol Officers will continue proactive initiatives with an overall goal of reducing and suppressing the presence and activities of gang members in the community. The ability to access the most current information regarding contacts, pictures, and officer safety alerts regarding persons of interest who may be related to or involved with

gangs and/or drugs increases the officer's ability to identify, contact, document, and control this activity to minimize its impact on the community as a whole.

F. Implementation Schedule

Implementation for the Wheeling Police Department FFY 2009 stimulus grant initiative will commence upon receipt and installation of the equipment.

G. Performance Measure

Statistical data and information to measure performance, which will demonstrate the impact on prevention of crime, will include, but not be limited to, elements of the total number of reported gang-related crimes, total of gang-related arrests, total of drug-related crimes, total drug-related arrests to be measured in temporal increments on a quarterly or yearly basis.

H. Funding Sources

Funding for the Wheeling Police Department grant request is primarily sourced by the Justice Assistance Grant as offered by the Cook County Board.

I. Technical Assistance

Technical assistance may be required from the Judicial Advisory Council in establishing appropriate budget and accounting methods to ensure appropriate accounting of monies received and expended in this project. Additional assistance

may be required in the form of guidance relative to reporting performance measures to ensure compliance with the Federal requirements of the grant.

Village of Wheeling Police Department

Attachment Worksheet D. Equipment

Item	Computation	Cost
20 Mobile Computers	20 x \$2,611.00	\$52,220.00
19 Docking Stations	19 x \$573.39	\$10,894.41
19 Screen Stiffen	19 x \$54.51	\$1,035.69
System Price/Operating Software	\$5,354.90	\$5,354.90
	Total Cost	\$69,505.00

COOPERATION AND GRANT AGREEMENT

This Agreement (the "Agreement") is made and entered into as of this day May 7, 2010, by and between the County of Cook (the "County") through its Judicial Advisory Council ("JAC"), pursuant to authorization by the Board of Commissioners of Cook County, and the Village of Wheeling ("The Grantee").

1. BACKGROUND

A. City/County Agreement. The County has entered into an Agreement with the U.S. Department of Justice (the "DOJ") pursuant to a Justice Assistance Grant ("JAG") Program in accordance with the Omnibus Recovery Act of 2009 (2009-SB-B9-0835) to fund various projects and programs provided for under the JAG Program ("Funded Programs") which have been or will be submitted for approval by the DOJ. Documents describing County's and DOJ obligations under the JAG program are attached as Exhibits A, B, C1 and C-2 ("Exhibits" or "DOJ Grant Award Documents"), including any documents which have been incorporated.

B. Grantee's Funded Program. The County hereby agrees to fund Grantee in the amount of Sixty-Nine Thousand Five Hundred and Five Dollars to conduct a Funded Program to be funded by the County solely from DOJ grant funds received by the County as provided above. Grantee agrees that these funds will be matched with \$0.00 from non-federal sources. Subject to the exception articulated in Paragraph 3B, below, Grantee agrees to be bound by the terms and conditions of this Agreement and all terms and conditions pertaining to the conduct of the Funded Program and the expenditure of DOJ Funds as set forth in the Exhibits and their incorporations. To the extent that any of the terms of this Agreement, and the DOJ Grant Award Documents conflict, the DOJ Grant Award Documents shall control. County's funding obligations pursuant to this Agreement shall be contingent upon the receipt by the County of the funds pursuant to the DOJ Grant Award Documents.

C. Administration of Agreement. This Agreement will be coordinated and administered on behalf of County by the Office of the Judicial Advisory Council. All reports shall be submitted to and approvals obtained from Mr. Daniel Coughlin, Executive Director of the Judicial Advisory Council, 69 West Washington Street, Suite 2610, Chicago, Illinois 60602.

2. GENERAL CONDITIONS

A. Use of Funds. Grantee shall use the funds received pursuant to this Agreement solely for Crime Prevention programs as authorized under the JAG Program. The grant of funding the Grantee shall not be considered a commitment for any future funding. All funds granted under this Agreement shall be obligated by the Grantee by February 28, 2013 (FFY 2009 Stimulus). Expenditure of funds shall require that funds actually be disbursed.

B. Budget. Grantee shall submit for County review and approval a Program Budget for its Funded Program using FFY 2009 Stimulus funds provided to Grantee pursuant to this Agreement.

Such budget may be amended from time to time if agreed to in writing by the parties to this Agreement. County shall have no liability for any expenses, incidental or otherwise, not set forth in this budget. Payments to Grantee shall be in accordance with the cash flow plan as approved by County, and may be made contingent upon the County's advance receipt of reports required or requested under this Agreement. Payments for Programs identified in the Program Budget may be made contingent upon the County's advance receipt of reports required or requested under this Agreement.

C. Reports. Grantee shall submit regular financial expenditure and progress reports promptly and on a schedule which shall be determined by the County. The schedule for prompt submissions of these quarterly reports shall be: 6/21/2010, 9/20/2010 and 12/20/2010, 3/21/2011, 6/20/2011, 9/19/2011, 12/19/2011, 3/19/2012, 6/18/2012, 9/17/2012, 12/17/2012 and 3/18/2013. The final close-out financial report and narrative are to be submitted on or before April 1, 2013. Detailed information shall be included in such reports as requested by the County which may require that the reports be submitted in both a paper and electronic format. The frequency and dates for such reports may be changed by County upon notice to the Grantee. Financial reports shall include information regarding the encumbrance and expenditure of funds approved in the Program Budget. Progress reports shall include information regarding the status of all programs identified in the Program Budget including, the status of any necessary contracts or County Board approval procedures or the other County purchasing procedures necessary to pay for, carry-out or authorize the funded programs. Upon request, the Grantee also shall provide the County with data and reports concerning any program identified in the Program Budget. Such data and reports shall be in a form and at such frequency as determined by the County.

D. Failure to Submit Required Reports. In the event that the Grantee fails to submit any of the information required in paragraph "C," above, or, in the event that any of the information submitted to the County by the Grantee indicated that funds awarded to the Grantee pursuant to this Agreement are not being expended in an appropriate or timely manner, the County is authorized to notify the Grantee in writing that the County may withdraw some or all of the funds awarded to the Grantee pursuant to this Agreement. The Notification for the County shall specify the failures or defects identified by the County and the funds and programs potentially affected thereby. The Grantee shall have 21 days after receiving notification from the County of the possible withdrawal of funds to submit a written plan to cure any failures or defects identified by the County in its notification letter. Failure on the part of the Grantee to submit a written plan which addresses all stated deficiencies stipulated by the County within the 21-day period may result in the withdrawal by the County of some or all of the funds that are the subject of the County's notification letter.

E. Audits. County reserves the right to conduct an audit of Grantee's books and records. Additionally, Grantee may be subject to audits pursuant to the DOJ documents, or applicable law. Grantee shall keep books and records of all expenditures of funds provided under this Agreement in accordance with generally acceptable accounting principles and sufficient to permit an audit in conformance with OMB Circular A-133, hereby incorporated into this Agreement and attached as Exhibit B. Grantee shall promptly cooperate with County's request for audit. Grantee shall immediately refund to the County any amounts paid to Grantee under this Agreement which County or any other entity

entitled to Audit Grantee determines have not been utilized in accordance with terms of this Agreement. Where County determines in its sole discretion that the Grantee is not on compliance with the terms of this Agreement, The County may take any actions deemed appropriate to protect the County's interests, including termination of this Agreement.

F. Fiduciary Duty. Grantee, its officers, employees, volunteers, or agents, including subcontractors, shall have a fiduciary duty to the County to operate in good faith, trust, confidence, and candor and to exercise a high standard of care in conducting the Funded Program and in managing the DOJ grant funds received from the County.

G. Assumption of Liability. The Grantee agrees to assume liability for failure of Grantee, its officers, employees, volunteers, independent contractors or subcontractors or other to perform satisfactorily under the terms of this Agreement up to the value of the DOJ grant funds.

H. Insurance. Grantee agrees that it will maintain during the term of this Agreement policies of insurance adequate to protect against liability arising from all services and activities to be performed under this Agreement and shall submit certificates of insurance of its coverage to County prior to submitting its first request for distribution of funds. Upon request by County, Grantee shall require any subcontractor who provides services relating in any way to this Agreement to maintain insurance or secure bonding adequate to protect against all liabilities arising from these activities and shall furnish the County with these certificates of insurance or bonding. Where such request is made, the bond of each person shall be in an amount equal to the funding provided for by this Agreement, from a surety acceptable to the County.

3. COMPLIANCE WITH LAWS AND TERMS OF UNDERLYING GRANT

A. General. The Grantee, its officers, employees, and agents shall at all times, in the performance of the obligations and Funded Program provided for under this Agreement, comply with all applicable laws, ordinances, rules and regulations and executive orders of the federal, state, County and other local government now existing or later in effect, that may in any manner affect the performance of Grantee's obligations under this Agreement.

B. Compliance with Requirements of the JAG Program. Grantee hereby acknowledges and agrees to be bound by the obligations set forth in the DOJ Grant Award Documents.

4. DISCLAIMER OF RELATIONSHIP

County and Grantee are independent contractors for purposes of this Agreement. Nothing contained in this Agreement nor any act of the County is intended to or shall be construed by any person or entity to create any third party beneficiary nor to create any relationship of partners, joint ventures or any other relationship between Grantee and County other than that of independent contractors.

5. LIMITATION OF LIABILITY

No official, employee or agent of County is individually or personally liable to the Grantee, its successors or assigns, in the event of default or breach by the County under this Agreement.

6. NOTICES

All notices required to be given under this Agreement shall be given to the primary contact persons listed in this Section. County and Grantee will notify each other, not later than 30 days after a change in the primary contact persons, as to the name, address, telephone number, fax number of the respective primary contacts for purposes of this Agreement. As of the date this Agreement is signed, the primary contact persons shall be:

For County: Daniel J. Coughlin, Executive Director
Judicial Advisory Council of Cook County
Suite 1110
69 West Washington Street
Chicago, Illinois 60602
312/603-1133
312/603-9974 (Fax)

For Grantee: President Judy Abruscato
Village of Wheeling
2 Community Blvd.
Wheeling, Illinois 60090
847. 459. 2600

Melody Bonk
Wheeling Police Dept.
255 West Dundee Road
Wheeling, Illinois 60090
847.459.2962
Fax: 847.520.2024

7. MODIFICATIONS

This Agreement may be altered, modified, or amended only by written instrument signed by County and by Grantee.



8. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the provision will be deemed severed from this Agreement to the extent of its invalidity or unenforceability. The parties do not intend the remainder of this Agreement to be affected by any such holding, each of the provisions of this Agreement being severable in any instance.

9. GOVERNING LAW

This Agreement shall be governed and construed in accordance with Illinois law.

10. TERM OF THE AGREEMENT

A. Term. This Agreement takes effect upon execution by the County, provided the Grantee has executed the Agreement prior thereto, and shall continue until the completion of the Funded Program, unless terminated sooner in accordance with this Agreement. The Grantee will obligate and expend funds provided for by this Agreement in accordance with the terms and restrictions set forth herein and shall satisfy all its obligations to the County set forth herein, as required both prior to and following the County's completion of funding. All obligated funds must be expended by February 28, 2013.

B. Funding Obligation. The County shall have no obligation for funding any expenses which have not been obligated on or before February 28, 2013 or the date established by the DOJ and agreed to in writing by the parties, whichever is later.

11. TERMINATION

The commitments made under this Agreement are conditioned upon satisfactory performance. Each party shall have the right to terminate the Agreement immediately upon written notice to the other if the other party fails or refuses to honor any of its commitments under this Cooperation and Grant Agreement or under the terms for reporting and performance, as incorporated into this Agreement and attached as "Exhibit C1." In addition, this Cooperation and Grant Agreement may be terminated by the County by giving 90 days prior written notice to the Grantee. In the event of any termination, the Grantee shall, within seven (7) days, refund to the County all funds provided to Grantee by County which have not been expended and shall refrain from expending any funds which have been obligated until approval has been obtained for the expenditure by the County. In the event the County refuses to approve an expenditure, Grantee shall refund the funds to the County within seven (7) days.

12. ASSIGNMENT

Neither the County nor the Grantee shall be permitted to assign this Agreement without the prior written consent of the other party.

13. GRANTEE FUNDED PROGRAM DESCRIPTION AND BUDGET

Upon written approval of the Grantee's Funded Program description and Budget by County, Grantee's Funded Program description and Budget shall be incorporated to this Agreement as the scope of services to be performed by Grantee under the terms of this Agreement as if the same had been fully set forth herein. County shall maintain a copy of same as a part of this Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

COUNTY OF COOK, ILLINOIS:

By: _____
Daniel J. Coughlin, Executive Director
Judicial Advisory Council of Cook County

Date: _____

GRANTEE:

Name of Grantee

By: _____
Authorized Signatory

Print Name

Title

Date

Attest:

By: _____
Signature

Print Name

Title

APPROVED AS TO FORM:

Assistant State's Attorney

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #13.B
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: May 17, 2010

TITLE OF ITEM SUBMITTED:

**RESOLUTION AUTHORIZING THE PURCHASE OF APPLIANCES FOR NEW
FIRE STATION 24/HEADQUARTERS AT A COST NOT TO EXCEED
\$32,678.00**

SUBMITTED BY: Keith S. MacIsaac, Fire Chief

BASIC DESCRIPTION OF ITEM¹:

Purchase of new appliances for new fire station at 499 S. Milwaukee
Avenue from Novak & Parker of Mount Prospect, IL.

BUDGET²: \$60,611.00 (Resolution 09-79)

BIDDING³: Waived

EXHIBIT(S) ATTACHED:

1. Memo – Fire Chief Keith MacIsaac (May 11, 2010)
2. Resolution
3. Request for Proposal (RFP) Document
4. Proposal Summary
5. Proposal – Novak & Parker

RECOMMENDATION: Approve

SUBMITTED FOR BOARD CONSIDERATION: Village Manager 

¹ The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

² If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

³ If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered

RESOLUTION NUMBER: _____

**RESOLUTION AUTHORIZING THE PURCHASE OF APPLIANCES FOR NEW FIRE STATION
24/HEADQUARTERS AT A COST NOT TO EXCEED \$32,678.00.**

WHEREAS, the Village Board authorized the expenditure of \$145,000.00 (Resolution Number 09-79) for the purchase of fixtures, furniture, and equipment for the new fire station being constructed at 499 S. Milwaukee Avenue; and

WHEREAS, \$60,611.00 was designated as part of the overall authorization for appliances; and

WHEREAS, after soliciting written proposals from numerous appliance vendors and reviewing all proposals received, it has been determined that the proposal submitted by Novak & Parker of Mount Prospect, Illinois to be the most cost effective proposal meeting the overall intent of the specifications requested by the Wheeling Fire Department.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that bids are hereby waived and the Village Manager is hereby authorized to enter into a contract with Novak & Parker for purchasing and installing new appliances at Fire Station 24/Headquarters, 499 S. Milwaukee Avenue in accordance with their proposal of May 6, 2010 at a cost of \$32,178.00. Furthermore, a project contingency of \$500.00 is hereby authorized bringing the total purchase amount not to exceed \$32,678.00.

Trustee _____ moved, seconded by Trustee _____ that Resolution Number: _____ be adopted.

President J. Abruscato _____

Trustee P. Horcher _____

Trustee D. Argiris _____

Trustee R. Lang _____

Trustee K. Brady _____

Trustee D. Vogel _____

Trustee R. Heer _____

ADOPTED this _____ day of _____ 2010 by the Village President and Board of Trustees of the Village of Wheeling, Illinois.

Judy Abruscato, Village President

ATTEST:

Elaine E. Simpson, Village Clerk



MEMO

To: Jon Sfondilis, Village Manager
Michael Crotty, Assistant Village Manager
Michael Mondschain, Finance Director

From: Keith S. MacIsaac, Fire Chief KSM

CC: File – Fire Station 24, 499 S. Milwaukee Avenue

Date: May 11, 2010

Re: Resolution Authorizing the Purchase of Appliances for new Fire Station 24

EXECUTIVE SUMMARY

Based upon receipt and review of three (3) written proposals regarding appliances for the new fire station, I am recommending accepting the proposal from Novak & Parker of Mount Prospect at a cost not to exceed \$32,678.00. Novak & Parker provided the lowest cost proposal in accordance with the "Request for Proposals (RFP)" for this portion of the project. The amount shown includes a \$500.00 contingency and is below the previously approved budget of \$60,611.00 for appliances.

On June 29, 2009, the Village Board approved Resolution Number 09-79 authorizing a not to exceed expenditure of \$145,000.00 for the fixtures, furniture, and equipment for the new fire station at 499 S. Milwaukee Avenue. Of the total amount authorized, \$60,611.00 was designated for new appliances. In April 2010, a "Request for Proposals (RFP)" was released to thirteen (13) appliance vendors previously used by the Village of Wheeling and used on other regional municipal projects (copy of RFP attached). The RFP process was used in lieu of the traditional bid process, due to the variables associated with individual vendor products. Vendors wishing to participate in the process were required to submit their complete written proposal no later than May 7, 2010. On this date, three (3) vendors submitted formal proposals. Each proposal was reviewed by me and several members of my staff. Errors in two (2) items proposed by ABT Electronics of Glenview, Illinois were determined to not meet the specifications required by the RFP. ABT Electronics was advised of their error and were permitted to amend their proposal in order to meet the specifications and to ensure equal comparison to the other two (2) proposals submitted. Based upon a review of all three (3) proposals, I am recommending purchasing from Novak & Parker of Mount Prospect, Illinois in the amount of \$32,178.00. Novak & Parker is the lowest priced vendor and meets the expectations outlined within the RFP.

I have attached an itemized breakdown of the individual appliances and associated costs. A distribution layout for the building, as well as individual schematics for specific rooms are also attached. The price proposed by Novak & Parker is a turn-key process. It includes the cost of the product, shipping/freight, installation, and haul-away of packaging debris. As with any project this size and complexity, I would like authorization of a \$500.00 contingency in order to ensure final installation needs; such as cables, trim plates, etc. Therefore, the final amount I am requesting authorization for this portion of the project is \$32,678.00 (i.e. not to exceed cost). If this meets with your approval, I would like this forwarded to the Village Board for their review and approval. Even with the requested contingency, this portion of the project will be 46.09% under budget. It should be noted that the remaining budget for this portion of the project will still be spent since items such as the turn-out clothing extractor and dayroom furniture will be purchased separately from other vendors who specialize in these items.



255 W. DUNDEE ROAD
WHEELING, IL 60090
(847) 459-2662

REQUEST FOR PROPOSAL

SUPPLY AND INSTALL
EQUIPMENT/APPLIANCES
FOR FIRE STATION 24
499 S. MILWAUKEE AVENUE
WHEELING, IL

REQUEST FOR PROPOSAL
SUPPLY AND INSTALL EQUIPMENT/APPLIANCES
FOR FIRE STATION 24, 499 S. MILWAUKEE AVENUE

1.0

INTRODUCTION

1.1 Purposes of Proposal

The Wheeling Fire Department is seeking proposals from qualified vendors for the purpose of supplying and installing high quality, heavy duty equipment/appliances at Fire Station 24, 499 S. Milwaukee Avenue. This fire station is currently under construction and is expected to be ready for occupancy in early June 2010.

1.2 Background

Fire Station 24 will replace an existing headquarters fire station currently located at 255 W. Dundee Road. This new fire station will operate around the clock, 365 days per year providing full-time fire suppression, emergency medical, and hazard mitigation response to the community. This fire station will provide storage of emergency response vehicles, housing space (i.e. kitchen/dining area, sleeping area, lounge/recreation area, and bathroom/locker room areas) for on-duty personnel, offices and associated meeting spaces for Fire Department administrative staff.

1.3 Project Description

This project will consist of ordering, delivery, and installation of said equipment/appliances within the new fire station in order to complete full occupancy of the building no later than June 15, 2010. The Wheeling Fire Department is looking for incorporation of "green" or "Energy Star" compliance where feasible and cost effective. LEED concepts shall be utilized in the selection of equipment/appliances for this project but third party certification is not requested nor required.

It is anticipated that this project will consist of nine (9) phases as follows:

- Phase 1 – Submission of Proposal
- Phase 2 – Proposal Review
- Phase 3 – Proposal Selection
- Phase 4 – Issuance of Contract
- Phase 5 – Project Scheduling & Issuance of Permits (if necessary)
- Phase 6 – Ordering of Equipment/Appliances
- Phase 7 – Delivery of Equipment/Appliances
- Phase 8 – Installation of Equipment/Appliances
- Phase 9 – Project Closeout/Debris Removal

It is the intent of the Wheeling Fire Department that once a proposal is selected and a Village of Wheeling contract is issued, the selected vendor shall furnish all equipment/appliances as a "turnkey" project from "Project Scheduling & Issuance of Permits (if necessary)" to "Project Closeout/Debris Removal". Further information on the project scope is contained in Section 2.0.

1.4 Project Objective

It is the intent of the Village of Wheeling to issue a single contract to a qualified vendor (here after referred to as the "vendor") to provide all the necessary services to furnish said fire station. The equipment/appliances selected shall focus on functionality, efficiency, and high quality to the maximum extent possible for long service life and low long term maintenance. There will be no independent contract issued by the Village of Wheeling to any vendors' suppliers and/or subcontractors.

1.5 Professional Services Required

The professional services needed for this project will include selection of equipment/appliance, ordering, delivery, and installation of said equipment/appliances for the fire station. Further information on the services that the Village of Wheeling anticipates will be needed for this project is contained in Section 3.0.

1.6 Village of Wheeling Contacts

Keith MacIsaac, Fire Chief
(Primary Contact)
Wheeling Fire Department
255 W. Dundee Road
Wheeling, IL 60090
(847) 459-2665
(847) 459-2976 – fax

kmacisaac@wheelingil.gov

Thomas Whittaker, Adm. Aide
(Secondary Contact)
Wheeling Fire Department
255 W. Dundee Road
Wheeling, IL 60090
(847) 403-4553
(847) 459-2976 - fax

twhittaker@wheelingil.gov

1.7 Receipt of Written Proposal Deadline

The deadline for receipt of proposal is Friday, May 7, 2010 at 10:00 a.m. in the Fire Chief's Office, Wheeling Fire Department, 255 W. Dundee Road, Wheeling, IL 60090. When packets are delivered by mail or messenger service, vendor shall be responsible for delivery prior to the due date and time shown above. If delivery is delayed beyond the due date and time shown above, the Wheeling Fire Department may, at its sole discretion, reject the packet and may return it.

1.8 Request of Proposal Process Schedule

- "Request for Proposal" released to all interested vendors.
- Tour of project site with Wheeling Fire Department staff, upon request.
- **Submission of "Request for Proposal" from interested vendors to: Fire Chief's Office, Wheeling Fire Department, 255 W. Dundee Road, Wheeling, IL 60090 no later than 10:00 a.m. on Friday, May 7, 2010.**
- Several vendors will be selected by Wheeling Fire Department staff for further consideration, if necessary.
- Final selection of successful vendor.
- Final clarification of equipment/appliances selection and quantity, installation issues/concerns, and, pricing adjustment, if necessary.
- Issuance and acceptance of a Village of Wheeling contract.

The above schedule is a guide only, and may be amended from time to time as conditions deem necessary.

2.0

SCOPE OF PROJECT

2.1 Phase 1

The following items will focus on developing the scope of this project:

- a. Review the information provided as exhibits and attachments to this "Request for Proposal" regarding the fire station layout and anticipated equipment/appliance needs. Attached to this "Request for Proposal" packet are specific conceptual layouts for both floors that will need to be taken into consideration in this project. This information is for preliminary planning purposes and is not to be construed as all encompassing in scope of work expected (see Attachment A and B for more detail).
- b. Analyze the station layout and review intended location for each specific piece of equipment/appliance.
- c. Select specific equipment/appliances brand, model, and appearance for each piece of identified equipment/appliances within the project. The equipment/appliances for this project is to be capable of handling the physical demands of a full-time staffed fire station while maintaining its functionality, low annual maintenance, and general appearance over a minimum of ten (10) years. In the operational areas, the equipment/appliances shall be heavy-duty by design, constructed of materials that will withstand extreme usage yet remain esthetically appealing, since this is a 24 hour residential living area. In the administrative areas, the equipment/appliances should provide a corporate, professional modern appearance while maintaining its functionality and low

annual maintenance. Equipment/appliances in this area must be inviting and complimentary to the overall appearance of the fire station without looking extravagant or pretentious.

Based upon prior investigation and/or previous usage, the Wheeling Fire Department is looking for equipment/appliances from the following manufacturers:

- Sub Zero
- Whirlpool
- Viking
- Wolf
- Kitchen Aide
- Panasonic
- GE
- Weber

Proposals involving other equipment/appliance manufacturers will be accepted as long as the equipment/appliances proposed is equal to or exceeds the overall quality and functionality of the manufacturers listed above. Supporting documentation such as side by side comparison data will need to be included in the vendors' written proposal, in order to be given consideration.

All proposed equipment/appliances must be provided with a minimum warranty of three (3) years.

- d. Establish unit costs for each piece of equipment/appliance proposed. GSA pricing maybe proposed but only if it reflects the vendors' absolute lowest pricing. Vendors who submit GSA pricing and who later determine that another vendor has offered a lower price on the same manufacturers' equipment/appliances and then wants to submit a lower price in order to remain in the process will be eliminated.
- e. All pricing must be based upon pre-rebate costs. Selected vendor shall be responsible for preparing, completing, and submitting all applicable rebates on behalf of the Wheeling Fire Department at the completion of this project. Copies of all submitted rebate requests will be provided to the Wheeling Fire Department.
- f. Establish ancillary costs for delivery, installation, and debris removal for all proposed equipment/appliances. Ancillary costs shall include any and all costs associated with packaging, freight, interim storage, delivery, un-packaging, second floor installation (where necessary), and collection/removal of all packaging debris from the site.

- g. Submit proposal to the Wheeling Fire Department **no later than 10:00 am on Friday, May 7, 2010.** Proposal shall include cut-sheets for each piece of equipment/appliances proposed.

2.2 Phase II

- a. Wheeling Fire Department staff will evaluate each proposal received by the established deadline.
- b. Selection of several vendors for further review and discussion regarding their proposals, if necessary. Vendors will be reviewed based upon the completeness of their proposal, quality of products recommended, ability to meet critical timelines, and overall pricing. The number of actual vendors selected for further review will be at the sole decision of the Fire Chief.
- c. Selection of successful vendor.

2.3 Phase III

- a. Finalize the manufacturer, model, type, quantities, and overall pricing for the entire package.
- b. Preparation and submission of required authorization reports and associated documents for submission to the Village Manager and/or Village Board in accordance with Village of Wheeling purchasing policies.

2.4 Phase IV

- a. Upon approval of the purchase by the Village Manager and/or Village Board, preparation and issuance of Village of Wheeling contract will be completed.

2.5 Phase V

- a. If the proposed equipment/appliances requires hard-wired electrical directly from the structure to any associated equipment/appliances being installed, applicable sub-contractor permits shall be obtained by the successful vendor from the Village of Wheeling Community Development Department, 2 Community Boulevard, Wheeling, IL 60090 (847) 459-2620. All hard-wired electrical components (i.e. non-plug/play components) must be installed by a licensed electrician in accordance with National Fire Protection Association (NFPA) # 70: National Electrical Code.

2.6 Phase VI

- a. The vendor shall order all agreed upon and authorized equipment/appliances, as outlined in the issued Village of Wheeling contract. No modifications to the

contract, including but not limited to the manufacturer, model, type, quantity, and/or pricing may be made unless mutually agreed upon in writing and by issuance of a revised contract.

- b. The vendor shall advise the Wheeling Fire Department, in writing, of any issues that may arise that could delay the delivery and/or installation of the ordered equipment/appliances.

2.7 Phase VII

- a. The vendor shall schedule all dates and times associated with the delivery of said equipment/appliances.
- b. All equipment/appliances will be delivered to Fire Station 24, 499 S. Milwaukee Avenue, Wheeling, IL.
- c. The vendor shall have an authorized representative on site at the time of equipment/appliances delivery. This authorized representative will evaluate each piece of equipment/appliances as it is removed from the delivery vehicle(s) and assess its general overall condition. Pieces of equipment/appliances with obvious or apparent damage shall be rejected on site and immediately placed back on the delivery vehicle(s).

2.8 Phase VIII

- a. Vendor and/or authorized subcontractor shall unpack each piece of equipment/appliances and assemble, as necessary. Only supplier approved hardware and methods of assembly shall be permitted. Assembly shall include all ancillary hardware such as but not limited to; racks, shelves, handles, filters, etc.
- b. Upon unpacking, any unforeseen damaged equipment/appliances shall be placed to the side and arrangements shall be made for pick-up and replacement by the vendor, at no additional cost to the Village of Wheeling.
- c. Assembled equipment/appliances shall be installed in each specific area within the fire station, based upon the approved layout plan by the vendor or authorized subcontractor. During this phase, an authorized vendor representative shall remain on site and supervise the installation of said equipment/appliances.
- d. Equipment/appliances will be connected by the vendor to any applicable electrical outlets, water lines, and/or natural gas lines. Each piece of equipment/appliance will be tested for proper operation and functionality. Any defects will be addressed by the vendor in a timely manner.

2.9 Phase IX

- a. All restraining straps, tape, staples, plastic over wrap and/or tie-downs associated with shipping of said equipment/appliances shall be removed by the vendor.
- b. All packing by-products and/or waste shall be removed from the site immediately upon completion of assembly and installation of said equipment/appliances within the fire station. If necessary, the vendor shall arrange for and shall be responsible for obtainment of a specific trash container (i.e. dumpster) for just this purpose. If necessary, the cost of said trash container shall be included in the overall proposal cost submitted by the vendor.

3.0

SCOPE OF SERVICES

3.1 Services Provided by the Village of Wheeling

The selected vendor for this project will be provided with the following:

- a. Written basic overview of the anticipated needs/expectations for this project. This overview is contained within this "Request for Proposal" but is not intended to be all encompassing but is intended to serve as a basic starting point for design and planning purposes.
- b. Readily available access to Wheeling Fire Department staff during regular business hours (Monday – Friday, 8:00 am to 4:30 pm), as needed to facilitate this project.

4.0

REQUIRED PROPOSAL CONTENT

4.1 General

Any vendor interested in consideration for this project must submit a written proposal as described below. Although no specific format is required for the written proposal, this section is intended to provide guidelines on features which the Wheeling Fire Department will look for and expect to be included in the proposal.

4.2 Written Proposal –Narrative

The submitted proposal should thoroughly address the project objective – what equipment/appliances is being proposed, why, and how much it will cost based upon an itemized unit cost basis. The submitted proposal should outline how the vendor intends

to address all nine (9) phases of this project as outlined in Section 2.0 – Scope of Project.

Costs for the requested services shall be broken down as follows:

- Cost Analysis # 1: Lump sum figure for entire project as proposed.
- Cost Analysis # 2: Unit cost for each piece of equipment/appliances.

If an alternate manufacturer, model, type, or brand of equipment/appliances is provided, a detailed cost estimate shall also be included within the original written proposal submitted to the Wheeling Fire Department.

Each proposal shall include a list of prior references/clients for which the vendor has previously provided similar services. Emphasis should be on references/clients that are located in the Chicago metro area, in order for members of the Wheeling Fire Department to be able to successfully contact them and if possible, to physically visit and evaluate the quality of work and/or the quality of equipment/appliances and overall service provided.

4.3 Miscellaneous Proposal Information

- a. The Wheeling Fire Department reserves the right to accept or reject, either in whole or part, any and all submittals in response to this request, with or without cause, and to waive informalities in any submittals which are in the best interest of the Village of Wheeling.
- b. All material submitted regarding this "Request for Proposal" becomes the property of the Village of Wheeling and will be returned to the submitting vendor at the Village of Wheeling's sole discretion. Proposals may be reviewed by any person, including the general public, after the final selection has been made. The Village of Wheeling reserves the sole right to use any or all ideas presented in reply to this request. Disqualification of a specific vendor does not eliminate this right.
- c. The Village of Wheeling is not liable for any costs incurred by any vendor prior to issuance of a written agreement and/or contract.
- d. The contents of the proposal provided by the successful vendor will become part of a contractual obligation if the Village of Wheeling wishes to execute a contract based on the submitted proposal. Failure of the successful vendor to accept these obligations in a contract, and/or similar legal document may result in cancellation of the award by the Village of Wheeling.
- e. The Village of Wheeling reserves the right to contact any reference and/or client listed in the submitted documents for information which may be helpful to the Village of Wheeling in evaluating the vendor.

5.0

MISCELLANEOUS

5.1 Compensation and Payment

The Village of Wheeling shall reimburse the selected vendor upon completion of the entire project in accordance with the Village of Wheeling's contract process, conditions contained within the vendor's proposal, as mutually agreed to in writing, and the State of Illinois Compiled Statutes 50 ILCS 505 "Local Government Prompt Payment Act". All requests for payment must be submitted along with all supporting documentation (ex. invoice, delivery/shipping papers, itemized inventory, etc.) before any disbursements will be executed by the Village of Wheeling.

5.2 Insurance

Insurance Requirements

- A. The selected vendor shall not commence any work under the proposal until they have obtained all insurance required herein and such insurance has been approved by the Village of Wheeling. In addition, vendor shall not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.
- B. The selected vendor shall furnish a copy of the "Certificates of Insurance", with the Village of Wheeling named as an additional insured, showing the following minimum coverage from an insurance company acceptable to the Village of Wheeling. The insurance policy will contain a waiver of subrogation clause in favor of the Village of Wheeling.

1. Commercial General Liability Coverage

Limits:	Each Occurrence	\$1,000,000
	General Aggregate	\$1,000,000
	Completed Operations Aggregate	\$1,000,000
	Personal and Advertising	\$1,000,000

The insurance policy shall name the Village of Wheeling as an additional insured on a primary non-contributory basis. Coverage will be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company.

2. Commercial Automobile Liability Coverage

Limits:	Each Occurrence	\$1,000,000
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The insurance policy shall name the Village of Wheeling as an additional insured on a primary non-contributory basis. Coverage will be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company.

3. Workers Compensation Coverage

Limits:	Coverage A	Statutory
	Coverage B	\$1,000,000

The insurance policy shall contain a waiver of subrogation clause in favor of the Village of Wheeling. Coverage will be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company.

5.3 Venue

The parties agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, the venue shall be in Cook County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

5.4 Indemnification

The vendor shall indemnify, defend and save harmless the Village of Wheeling, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character as allowed by law, brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of said contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village of Wheeling, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The vendor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions, or liabilities.

5.5 Other Vendor Responsibilities

The vendor shall be responsible for complying with all applicable Federal, State, County and Village laws and regulations in the performance of the contract.

APPENDIX A

REQUESTED APPLIANCES & LOCATION

KITCHEN

- 60 inch professional stove/range
 - Wolf Model R606CG or equivalent
- 36 inch refrigerator
 - Sub-Zero 600 Series Model 5210625 or equivalent
- 36 inch freezer
 - Sub-Zero 600 Series Model 601FO or equivalent
- Heavy-Duty under counter dishwasher - Two (2)
 - KitchenAid Stainless Steel Model KUDS40FVSS or equivalent
- Commercial coffee maker with pre-piped water line
 - Bunn Model CWTF15 or equivalent
- Large microwave
 - Panasonic stainless steel Model NN-SD997S

Day Room

- Blue-Ray DVD Player
 - Samsung Model BD-C6500 or equivalent

Training Room

- Under counter mini-refrigerator
 - GE Spacemaker compact refrigerator Model GMRO6AAPBB or equivalent
- Blue-Ray DVD Player
 - Samsung Model BD-C6500 or equivalent

Office Area

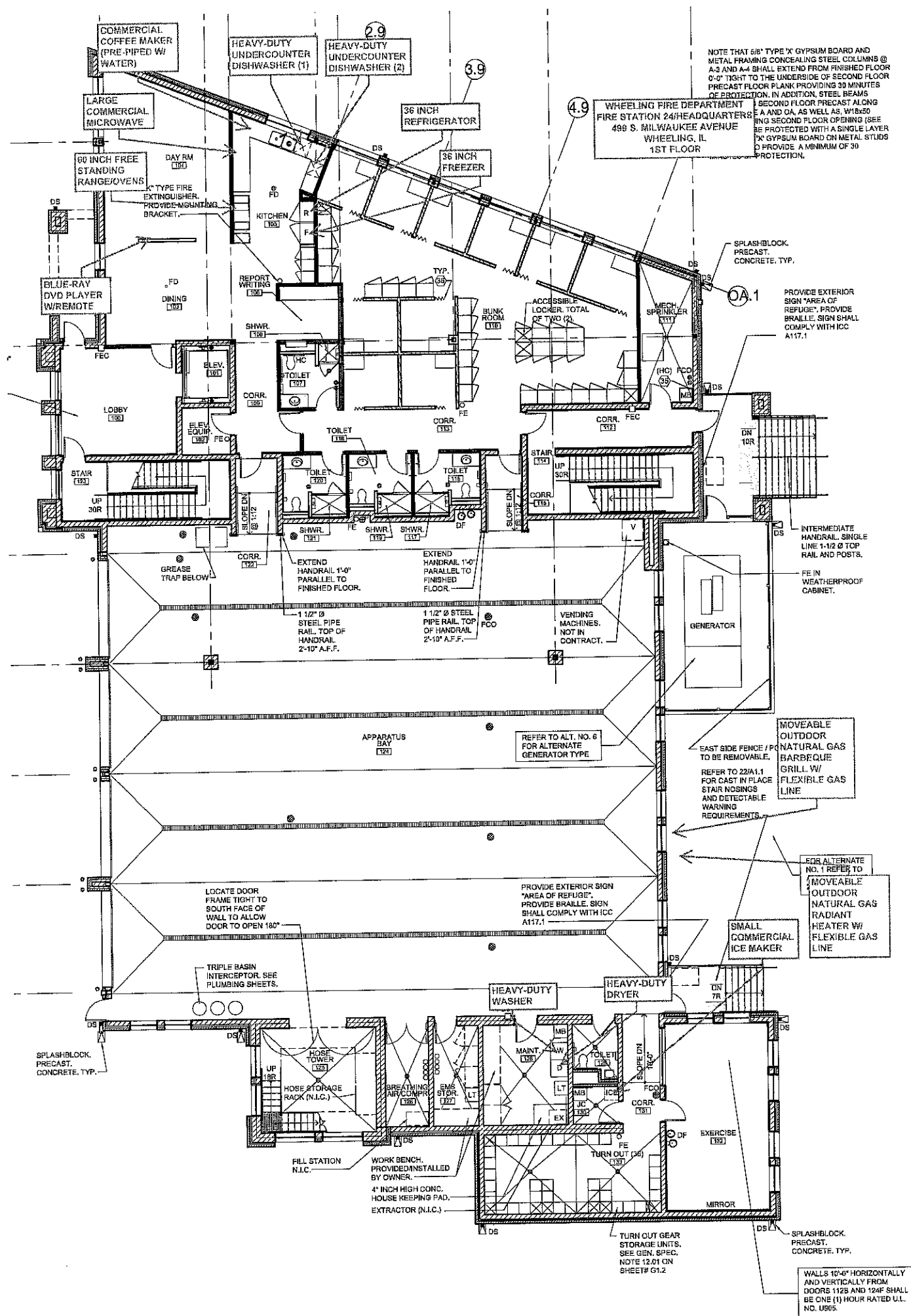
- Refrigerator/Freezer (full-size)
 - KitchenAid Stainless Steel Model KBRSS22KVSS or equivalent
- Commercial coffee maker with pre-piped water line
 - Bunn Model CWTF15 or equivalent
- Small microwave
 - Panasonic white countertop Model NN-SN667W or equivalent

Apparatus Work Room

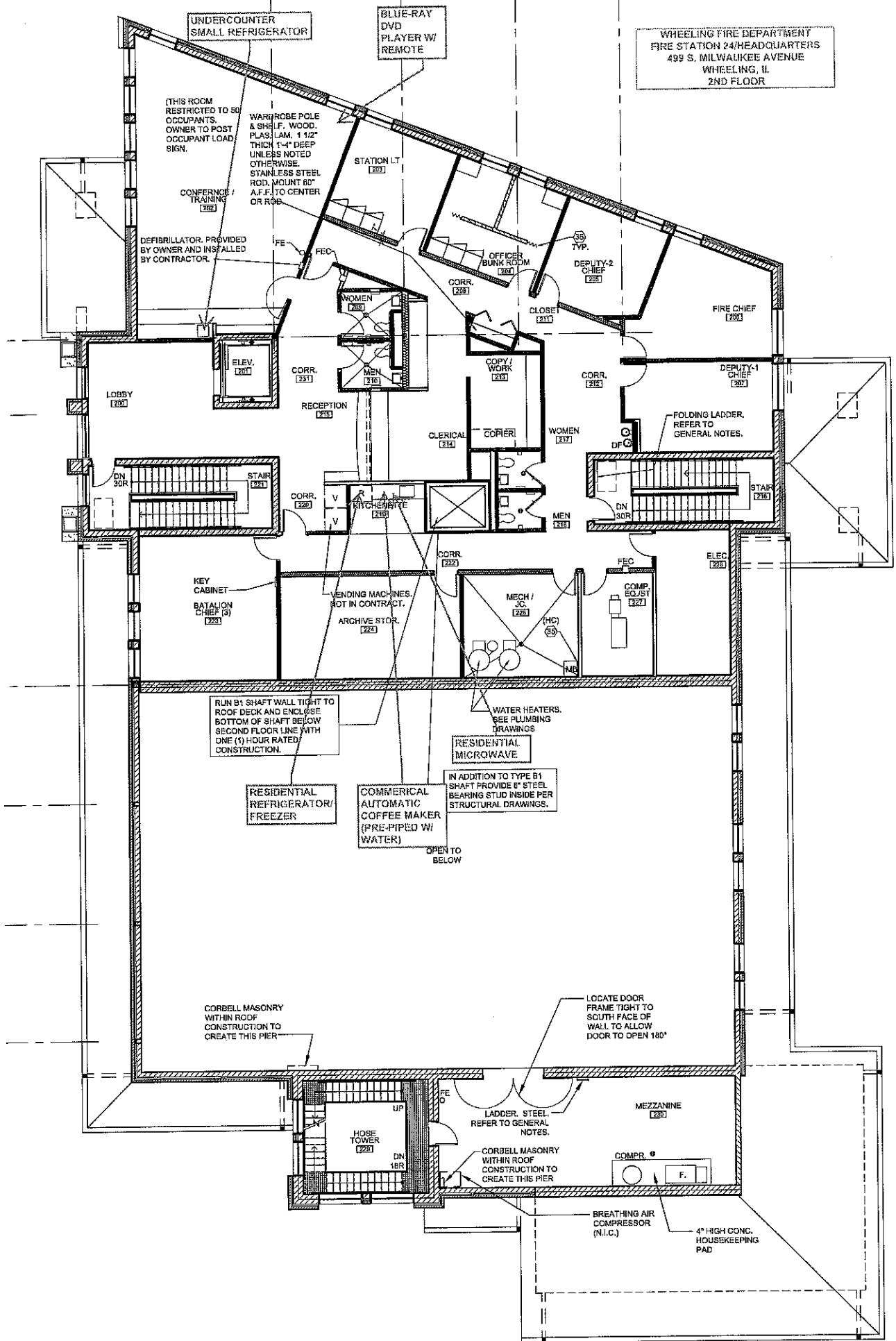
- Ice maker
 - KitchenAid Stainless Steel Model KUIC18PNTS or equivalent
- Clothes Washer
 - Whirlpool Model WFW9400S or equivalent
- Clothes Dryer
 - Whirlpool Model WGD9400S or equivalent

Patio Area

- Natural gas grill
 - Weber Natural Gas Stainless Steel Model 7270001 or equivalent
- Free standing natural gas patio heater
 - DCS Stainless Steel Natural Gas Model PHFSP4N or equivalent



WHEELING FIRE DEPARTMENT
FIRE STATION 24/HEADQUARTERS
499 S. MILWAUKEE AVENUE
WHEELING, IL
2ND FLOOR



**FIRE STATION 24/FIRE ADMINISTRATION
499 S. MILWAUKEE AVENUE
APPLIANCE PROPOSAL RESULTS**

ROOM NUMBER	ROOM USE	ITEM NAME	ITEM QUANTITY	NOVAK & PARKER	GRAND APPLIANCE	ABT ELECTRONICS
104	DAY ROOM	BLUE RAY/DVD PLAYER	1	\$199.00	\$100.00	\$199.00
105	KITCHEN	60 INCH STOVE/RANGE	1	\$11,604.00	\$9,808.00	\$9,931.00
		36 INCH REFRIGERATOR	1	\$6,099.00	\$5,271.00	\$5,700.00
		36 INCH FREEZER	1	\$6,749.00	\$5,836.00	\$5,990.00
		HEAVY-DUTY DISHWASHER	2	\$450.00	\$1,766.00	\$1,722.00
		COFFEE MAKER(PRE- PIPED WATER)	1	\$617.00	\$734.00	\$616.00
		LARGE MICROWAVE	1	\$109.00	\$44.00	\$139.00
128	APPARATUS WORK ROOM	AUTOMATIC ICE MAKER	1	\$1,499.00	\$1,856.00	\$1,612.00
		CLOTHES WASHER	1	\$250.00	\$708.00	\$722.00
		CLOTHES DRYER	1	\$250.00	\$752.00	\$795.00
N/A	PATIO AREA	NATURAL GAS GRILL	1	\$1,554.00	\$1,499.00	\$1,499.00
		NATURAL GAS PATIO HEATER	1	\$797.00	\$822.00	\$736.00
		UNDERCOUNTER SMALL REFRIGERATOR	1	\$255.00	\$44.00	\$250.00
202	TRAINING ROOM	BLUE RAY/DVD PLAYER	1	\$199.00	\$100.00	\$199.00
219	OFFICE AREA	REFRIGERATOR/ FREEZER	1	\$1,099.00	\$1,499.00	\$1,350.00
		COFFEE MAKER(PRE- PIPED WATER)	1	\$599.00	\$734.00	\$616.00
		SMALL MICROWAVE	1	\$99.00	\$44.00	\$99.00
	FREIGHT, SHIPPING, INSTALLATION			\$1,000.00	\$1,070.00	\$1,295.00

**FIRE STATION 24/FIRE ADMINISTRATION
499 S. MILWAUKEE AVENUE
APPLIANCE PROPOSAL RESULTS**

ROOM NUMBER	ROOM USE	ITEM NAME	ITEM QUANTITY	NOVAK & PARKER	GRAND APPLIANCE	ABT ELECTRONICS
	REBATES & PACKAGE DISCOUNTS			-\$1,250.00	\$0.00	\$0.00
TOTAL				\$32,178.00	\$32,687.00	\$33,470.00
	PERCENTAGE OF APPROVED APPLIANCE BUDGET (\$60,611)			53.09%	53.93%	55.22%
	APPROVED FURNITURE BUDGET			\$62,430.10	\$62,430.10	\$62,430.10
	PERCENTAGE SPENT FROM TOTAL APPROVED AMOUNT (\$145,000)			65.25%	65.60%	66.14%

Keith MacIsaac

From: Dean Breen [dean@novakandparker.com]

Sent: Thursday, May 06, 2010 4:13 PM

To: Keith MacIsaac

Cc: Tom Whittaker

Subject: Appliance Proposal Station 24

Attachments: WheelingFD.xls; WheelingFDspec.pdf

Please review the attached proposal and appliance specifications. If you require more information or would like to place the order feel free to contact me at anytime. Note some appliances lead times are 3 to 4 weeks out for availability.

Dean M Breen
Novak & Parker
1016 E. Northwest Highway
Mount Prospect, IL 60056
Ph: 847-259-2550
Fax: 847-259-4044
www.novakandparker.com

5/10/2010

Dean M Breen
847-259-2550



Satisfying homeowners, designers and builders since 1913

Customer: Wheeling Fire Dept Keith MacIsaac

Phone: 847-459-2665

Cell:

Fax: 847-459-2976

Email: kmacisaac@wheelingil.gov

twhittaker@wheelingil.gov

Referral:

Company:

Phone:

Room	Brand	Model	Description	Price
Kitchen	Wolf	R606CG	60" Gas Range	\$ 11,399.00
	Wolf	800028	Island Trim	\$ 205.00
	Sub Zero	BI-36R/S/TH/RH	36" All Refrigerator Stainless Verify Hinge	\$ 6,099.00
	Sub Zero	BI-36F/S/S/TH/LH	36" All Freezer Stainless Verify Hinge	\$ 6,749.00
	Kitchenaid	KUDS40FVSS	24" Dishwasher	\$ 225.00
	Kitchenaid	KUDS40FVSS	24" Dishwasher	\$ 225.00
	Bunn	CWTF15	Coffee Maker Plumbed Qty 2 Decanter	\$ 617.00
	Panasonic	NN-SD997S	2.2 Cubic Microwave	\$ 109.00
Day Room	Samsung	BD-C6500	Blu Ray Player	\$199
Training	GE	GMRO6AAPBB	6 Cubic Refrigerator	\$ 255.00
	Samsung	BD-C6500	Blu Ray Player	\$199
Office	Kitchenaid	KBR522KWMS	22 Cubic Ft Refrigerator	\$ 1,099.00
	Bunn	CWTF15	Coffee Maker Plumbed Qty 2 Decanter	\$ 599.00
	Panasonic	NN-SN667W	1.2 Cubic Microwave	\$ 99.00
Apparatus	Kitchenaid	KUIC18PNTS	18" Icemaker With Pump	\$ 1,499.00
	Whirlpool	WFW9450WW	27" Front Load Washer	\$ 250.00
	Whirlpool	WGD9450WW	27" Gas Dryer	\$ 250.00
Patio	Weber	7270001	S-470 Nat Gas Grill	\$ 1,554.00
	DCS	PHFSP4N	Patio Heater	\$ 797.00
				\$ 32,428.00
Tax Exempt				
Grand Total				\$ 32,428.00
				Instant Rebate \$ (1,250.00)
				\$ 31,178.00
Optional Installation				\$ 1,000.00
				\$ 32,178.00

All openings, electrical & plumbing must be to manufactures specifications

VILLAGE OF WHEELING LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): #13.C
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: May 17, 2010

TITLE OF ITEM SUBMITTED: ORDINANCE AMENDING THE VILLAGE OF WHEELING ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2010 AND ENDING DECEMBER 31, 2010

SUBMITTED BY: Michael Mondschain

BASIC DESCRIPTION OF ITEM: The attached ordinance, if approved, amends the FY 2010 budget to allow the transfer of \$6,330,000 in funds from the Crossroads TIF Fund to the Town Center TIF Fund to eliminate a fund balance deficit. Two weeks ago, the Village Board approved a transfer of these funds from the Lake Cook/Milwaukee TIF Fund to the Crossroads TIF Fund with the intention of then moving the funds at the next Board meeting to the Town Center TIF Fund. This amendment completes that process by moving the funds to the Town Center TIF Fund where they are needed to cover a deficit related to land acquisition (e.g. Wickes, Collins Fireplace, etc) and infrastructure improvements (e.g. the municipal campus road and parking lot).

BUDGET: This amendment, if approved, increases the total budget by \$6,330,000; however, since the funds are available in the Crossroads TIF Fund, there is no real impact to the overall budget.

BIDDING: N/A

EXHIBIT(S) ATTACHED: Memo, Ordinance

RECOMMENDATION: Staff recommends approval of the ordinance.

SUBMITTED FOR BOARD APPROVAL: VILLAGE MANAGER 



MEMORANDUM

TO: Jon A. Sfondilis, Village Manager
FROM: Michael Mondschain, Finance Director
DATE: May 12, 2010
SUBJECT: FY 2010 Budget Amendments

EXECUTIVE SUMMARY

The attached ordinance, if approved, amends the FY 2010 budget to transfer funds from the Crossroads TIF Fund to the Town Center TIF Fund to eliminate a deficit fund balance. The Village Board approved the same type of amendment at their last meeting and moved the funds from the Lake Cook/Milwaukee TIF Fund to the Crossroads TIF Fund. This amendment, if approved, completes the transfer of funds among the three TIF districts.

Staff has prepared the attached ordinance amending the FY 2010 budget for the following reason:

- 1) **Crossroads TIF Fund Budget:** In the past few years, the Village has expended funds in the Town Center TIF to purchase property for redevelopment (e.g. Wickes, Collins Fireplace, etc.) and for infrastructure improvements. Since the Town Center TIF is relatively new and is receiving a minimal amount of property tax increment annually, these expenditures have resulted in a deficit fund balance of \$6,328,485 as of December 31, 2009. To cover this deficit, the Village advanced money to the Town Center TIF Fund from General Fund reserves; however, these funds need to be repaid to avoid potential problems funding operating costs in the future. At their last regular meeting, the Board amended the budget to transfer \$6,330,000 from the Lake Cook/Milwaukee TIF Fund to the Crossroads TIF Fund with the intention of then moving this money to the Town Center TIF Fund. The proposed amendment, if approved, completes this process by moving the funds to the Town Center TIF District which is contiguous to the Crossroads TIF District.

Please place this item on the Board's agenda for May 17, 2010. If you have any questions, please let me know.

ORDINANCE _____

ORDINANCE AMENDING THE VILLAGE OF WHEELING ANNUAL BUDGET FOR THE FISCAL YEAR
BEGINNING JANUARY 1, 2010 AND ENDING DECEMBER 31, 2010

WHEREAS, the Corporate Authorities of the Village of Wheeling have passed a budget adoption ordinance on December 21, 2009 in the amount of \$74,776,168; and

WHEREAS, Section 8-2-9.6 of the Budget Act allows for the amendment of the annual budget; and

WHEREAS, the amended FY 2010 annual budget totals \$81,526,168; and

WHEREAS, the Corporate Authorities find that another amendment to the annual budget ordinance is necessary to more accurately reflect the experience of the current fiscal year.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS as follows:

Section 1: That in order to more accurately reflect the experience of the current fiscal year, certain amendments within funds are necessary from time to time.

Section 2: That Village staff amend the Crossroads TIF Fund budget by increasing account 3100-5838 by \$6,330,000 to transfer funds necessary to pay for land acquisition and infrastructure costs in the Town Center TIF Fund.

Section 3: That this amendment should reflect the actual expenses for the fiscal year.

Section 4: That this ordinance shall be in full force and effect after the passage and publication pursuant to the laws of the State of Illinois and the Village of Wheeling.

Section 5: That the revised total budget for Fiscal Year 2010 shall be \$87,856,168.

Trustee _____ moved, seconded by Trustee _____, that Ordinance No. _____ be passed.

President Abruscato _____
Trustee Argiris _____
Trustee Brady _____
Trustee Lang _____

Trustee Heer _____
Trustee P. Horcher _____
Trustee D. Vogel _____

APPROVED this ____ day of _____, 2010.

Village President

ATTEST:


Elaine E. Simpson, Village Clerk

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #13.D
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: Monday, May 17, 2010

TITLE OF ITEM SUBMITTED: An Ordinance Amending Title 17, Planning Subdivision, and Developments, of the Wheeling Municipal Code, Chapter 17.26, Impact Fees


SUBMITTED BY: Mark Janeck 
Director of Community Development

BASIC DESCRIPTION OF ITEM¹: Village Staff is proposing the adoption of a new Impact Fee Ordinance. The latest draft of the ordinance incorporates the modifications discussed at the workshop meeting on January 25, 2010, as well as the results of the full review by the Village Attorneys.

BUDGET²: N/A
BIDDING³: N/A

EXHIBIT(S) ATTACHED: Staff memo
Ordinance
Current version of Chapter 17.26

RECOMMENDATION: To approve

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER 

¹ The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

² If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

³ If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered



MEMORANDUM

TO: Village President, Board of Trustees, Village Clerk

CC: Jon A. Sfondilis, Village Manager
Village Attorney

FROM: Mark Janeck, Director of Community Development

DATE: May 10, 2010

SUBJECT: Ordinance amending Title 17, Planning, Subdivision and Developments,
Chapter 17.26, Impact Fees

EXECUTIVE SUMMARY

On January 25, 2010, Staff presented the latest revision of the Impact Fee Ordinance to the Village Board during a workshop discussion. Staff has revised the proposed ordinance in response to the comments and suggestions made during that meeting by the Board of Trustees, the Park District, and the Library District. It should also be noted that several additional modifications have been made following the Village Attorney's review of the ordinance, most notably the removal of the development impact fee to be paid to the Village.

On January 25, 2010, the Board of Trustees reviewed the latest draft of the Impact Fee Ordinance prepared by Village Staff. The following is a summary of the modifications made in response to that discussion:

1. The Park District table of land required for each park type classification has been revised to match the most recent requirements of the Park District (17.26.070). The fee in Table 17.26.040(a) – "Impact fees by housing unit type", has been adjusted accordingly.
2. The Library District fee in Section 17.26.050 has been revised to be a per capita fee, as the current code is written. The fee in Table 17.26.040(a) – "Impact fees by housing unit type", has been adjusted accordingly.
3. The minimum threshold for requiring a fee has been established at any project that would cause a net increase of two (2) bedrooms on the subject property (17.26.040f).
4. A cap of \$2,000 per unit per taxing body has been introduced to the proposed ordinance (17.26.040g).

As discussed, the Village Attorney has now completed a review of the Impact Fee Ordinance. The following modifications have been made following the review of the Village Attorney:

1. Removal of the fee to be paid to the Village of Wheeling (previously in 17.26.080 and in Table 17.26.040a). The Village attorney, having completed extensive research on the matter, believes that the fees as previously proposed by staff are not supported by relevant case law. If the Village Board would like to institute a fee to the Village, the Village Attorney believes that a road impact fee is possible. However, the Village would be required to follow certain statutory procedures prior to establishing the fee.
2. Requirement of an indemnification letter by each taxing body that would receive impact fees (17.26.110). This language appears in the current code and is required in order for impact fees to be collected.
3. Revision of 17.26.030, Donation Process, to require payment of the fee to the Village (for distribution purposed) prior to approval of a plat of annexation, plat of subdivision, final PUD, or building permit. This modification changes both the method and the timing of the collection of fees from the previous draft reviewed by the Board.

At this time, in addition to presenting the revised Impact Fee Ordinance for consideration, Staff is requesting direction as to whether the necessary steps should be pursued in order to introduce a road impact fee to be paid to the Village.

Attachments: Ordinance
 Current version of Chapter 17.26, Impact Fees

ORDINANCE NO. _____

**An Ordinance Amending Title 17, Planning, Subdivision, and Developments,
of the Wheeling Municipal Code, Chapter 17.26, Impact Fees**

WHEREAS, the Village of Wheeling, as a home rule unit of local government as provided by Article VII, Section 6 of the Illinois Constitution of 1970, has the authority to exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the President and Board of Trustees of the Village of Wheeling have reviewed and considered a proposal to amend Chapter 17.26 of the Village Code; and

WHEREAS, after reviewing and considering the proposed Chapter 17.26, the President and Board of Trustees have determined that it is in the best interest of the Village to adopt said Chapter 17.26.

NOW, THEREFORE, BE IT ORDAINED by the Village President and the Board of Trustees of the Village of Wheeling, Counties of Cook and Lake, State of Illinois:

Section A

That Title 17, Chapter 17.26 is hereby amended in its entirety and shall read as follows:

"Chapter 17.26 IMPACT FEES

Sections

17.26.010	Impact fees required
17.26.020	General purpose
17.26.030	Donation process
17.26.040	Impact fee amounts and formulas
17.26.050	Library district fee
17.26.060	School district fees
17.26.070	Park district fee
17.26.080	Land dedications in lieu of impact fees
17.26.090	Reservation of additional land
17.26.100	Annexation
17.26.110	Indemnification.

17.26.010 Impact fees required

As a condition of approval of an annexation, a final plat of subdivision, or of a final plat of a planned unit development, each owner, subdivider or developer is required to provide a cash contribution in accordance with the criteria and formula set forth herein to serve the immediate and future needs of the residents of the development for the following purposes: park and recreational sites and/or improvements, school sites and/or improvements, and library services and/or improvements. In lieu of a cash contribution, the owner, subdivider, or developer may make an actual land dedication, or a combination cash and land, subject to the final determination of the Village Board, as described in this chapter.

17.26.020 General purpose

The expected delay in reassessing the property taxes to correspond with the development that occurs on a given property is one year. Therefore, the intent of the fees described in this

chapter is to provide funding to each entity to offset the cost of providing services to the residents in the development for one year. The fees for each entity are therefore directly related to the projected population of the development, based on the number, size, and type of the housing units to be constructed.

17.26.030 Donation process

Whenever an owner, subdivider, or developer seeks to annex land into the Village, seeks approval of a final plat of subdivision, or seeks approval of a planned unit development:

- (a) The owner, subdivider, or developer shall make a written request to the Village's Community Development Department for an invoice of the amount of fees owed pursuant to Chapter 17.26.
- (b) The Village shall timely respond to the owner's, subdivider's or developer's request pursuant to Section 17.26.030(a), using the formulas described in Chapter 17.26, with an invoice setting forth the amount of the required impact fee.
- (c) The owner, subdivider or developer shall timely pay in full the required cash contribution to the Village's Community Development Department. In no case shall full payment be made more than thirty (30) days after the developer receives each invoice set forth in Section 17.26.030(b).
- (d) The Village shall not approve any annexation, final plat of subdivision, planned unit development, or building permit related thereto, prior to receipt of full and final payment of the invoice set forth in Section 17.26.030(c).
- (e) In the event that an owner, subdivider or developer proceeds with an annexation or planned unit development project with multiple buildings, and a request for a building permit is made to the Village, the owner, subdivider or developer shall be responsible for payment of a proportionate share of the total fee under the terms of Section 17.26.030 prior to the issuance of a building permit by the Village.

17.26.040 Impact fee amounts and formulas

(a) Fee amounts. The following are the fees due to each governmental entity based on the number, size, and type of the units to be constructed:

Table 17.26.040(a) – Impact fees by housing unit type

	Library	K-8	High school	Park District	TOTAL
0 BR MF	320.91	0.00	0.00	1,012.23	1,333.14
1 BR MF	434.99	0.00	0.00	1,372.07	1,807.06
2 BR MF	474.67	246.40	84.00	1,497.23	2,302.30
3+ BR MF	757.14	687.23	215.48	2,000.00	3,659.85
2 BR ASF	493.52	261.80	69.39	1,556.68	2,381.39
3+ BR ASF	593.22	562.10	107.74	1,871.14	3,134.20
2 BR DSF	500.22	354.20	36.52	1,577.80	2,468.74
3 BR DSF	718.95	1,043.35	336.00	2,000.00	4,098.30
4+ BR DSF	933.47	1,593.90	657.39	2,000.00	5,184.76

Note: Library fees not based on land value

MF - multi-family; ASF - attached single-family; DSF - detached single-family

(b) Formulas. The formulas by which the above listed fees are calculated are described in the following sections: library district fees, Section 17.26.050; school district fees, Section 17.26.060; and park district fees, Section 17.26.070.

(c) Population projections. The table used in calculating the projected population by age for each housing type is the most current table of estimated ultimate population per dwelling unit, children per dwelling unit as published by the Illinois School Consulting Service/Associated Municipal Consultants, Inc., Naperville, Illinois. This table of population density is generally indicative of current and short range projected trends in family size for new construction and shall be used in calculating the amount of required dedication of acres of land or the cash contributions in lieu thereof unless a written objection is filed thereto by the owner, subdivider or developer. The following table is a summary table based on the above listed source:

Table 17.26.040(c) – Projected Population by Dwelling Unit Size / Type

	0-4	K-5	6-8	K-8	HS	Adults	TOTAL
0 BR MF	0	0	0	0	0	1.294	1.294
1 BR MF	0	0	0	0	0	1.754	1.754
2 BR MF	0.05	0.086	0.04	0.128	0.046	1.693	1.914
3+ BR MF	0.05	0.234	0.12	0.357	0.118	2.526	3.053
2 BR ATT SF	0.06	0.088	0.05	0.136	0.038	1.752	1.99
3+ BR ATT SF	0.21	0.234	0.06	0.292	0.059	1.829	2.392
2 BR DET SF	0.11	0.136	0.05	0.184	0.02	1.7	2.017
3 BR DET SF	0.29	0.369	0.17	0.542	0.184	1.881	2.899
4+ BR DET SF	0.42	0.53	0.3	0.828	0.36	2.158	3.764

(d) Objections to population projections. In the event an owner, subdivider or developer files a written objection to the table of estimated ultimate population listed in this section, the owner, subdivider or developer shall submit his or her own demographic study showing the estimated additional population to be generated from the subdivision or planned unit development; and in that event final determination of the density formula to be used in such calculations shall be made by the Village Board at its sole discretion.

(e) Fair market value of land. Several formulas described in this Chapter use the fair market value of land as a factor in determining required impact fees. The fair market value of an acre of land is interpreted to mean land that is improved as described in this chapter that would be suitable to be dedicated as a park/recreation and school sites. The fair market value of such improved land in and surrounding the Village is one hundred five thousand dollars (\$105,000.00) per acre and such figure shall be used in making any calculation herein. The Village Board may, at its sole discretion, adopt a revised fair market value.

(f) Minimum threshold for requiring fee. The impact fees described within this Chapter shall be applied to any new construction, building modification, subdivision, or planned unit development that causes a net increase of two (2) bedrooms on the subject property.

(g) Maximum fee per unit per entity. The maximum impact fee due to any single taxing body shall be two thousand dollars (\$2,000) per unit. Any per-unit fee that exceeds this amount as the base formulas are periodically updated may be reduced accordingly.

17.26.050 Library district fee

(a) Requirement. The ultimate density of a proposed development shall bear a direct relationship upon the cash contribution required.

(b) Formula. The library district fee shall be determined by multiplying the total number of dwelling units in the proposed development by the product of the population per dwelling unit multiplied by the per capita cost of providing library services as determined by the library district.

(c) Per Capita Cost of Services. The current cost of services is two hundred forty-eight dollars (\$248.00) per person.

17.26.060 School district fees

(a) Requirement. The ultimate number of students to be generated by a subdivision or planned unit development shall bear directly upon the required impact fee.

(b) Formula. The school district fees shall be determined by obtaining the ratio of the estimated children to be served in each such school classification (see Section 17.26.040(c), Population Projections) over the maximum recommended number of students to be served in each such school classification as stated herein (see Table 17.26.060(c) below), and then applying such ratio to the minimum recommended number of acres for a school site of each such school classification as stated herein (see Table 17.26.060(c) below). The product thereof shall be the acres of land deemed needed to have sufficient land for school sites to serve the estimated increased children in each school classification. That acreage shall then be multiplied by the current fair market value of land as described in this Chapter (Section 17.26.040(e), Fair market value of land).

(c) School Classifications and Size of School Site. School classifications and size of school sites within the Village shall be determined in accordance with the following table:

Table 17.26.060(c) School Site Size and Maximum Number of Students by School Type

School Classification by Grades	Maximum Number of Students for Each Such School Classification	Minimum Number of Acres Land for Each School Site of Such Classification
Elementary Schools, Grades Kindergarten thru 5th (K-5)	600 students	11 acres
Junior High Schoos, Grades 6th thru 8th (6-8)	900 students	19 acres
High Schools, Grades 9th thru 12th (9-12)	2,300 students	40 acres

17.26.070 Park district fee

(a) Requirement. The ultimate density of a proposed development shall bear directly upon the required impact fee.

(b) Formula. The fee shall be based on a requirement of 7.45 acres of active recreation as described in Table 17.26.070(c), per one thousand of ultimate population (see 17.26.040(c), Population Projections). That acreage shall then be multiplied by the current fair market value of land as described in this Chapter (Section 17.26.040(e), Fair market value of land).

(c) Recreation areas by size and population served. The minimum acreage of each park classification shall be determined in accordance with the following table:

Table 17.26.070(c) Recreation Areas by Size and Population Served

Type of Recreation Area	Size Range	Minimum Acres per 1,000 people
Mini Park	2,500 sq. ft. - 1 acre	Not applicable
Neighborhood Park	1 acre - 10 acres	1.5
Community Park	10 acres - 50 acres	2.5
Regional Park	200 - 999 acres	Not applicable
Greenways /Linear Parks	N/A	0.25
Special Use Areas	N/A	3.2
Conservation / Preservation / Natural Areas	N/A	Not applicable
	TOTAL	7.45 acres per 1,000 people

17.26.080 Land dedications in lieu of impact fees

(a) Procedure for requesting a land dedication in lieu of impact fees. In order for an owner, subdivider or developer to contribute land in lieu of required impact fees, the entity receiving the land donation must provide written authorization to the Village prior to final plat or final planned unit development approval. Any such written authorization provided to the Village shall be signed and notarized and include a detailed description of the land to be dedicated (location, dimensions, intended use, etc.) as well as language clearly approving the dedication as well as the portion of the required impact fee that is to be replaced by the land dedication.

Upon receipt of the request by the developer and authorization of the entity to receive a land contribution, the Village Board shall then consider the request and may, at their sole discretion, approve a resolution authorizing a land dedication in lieu of all, or some portion, of the required impact fees.

(b) Philosophy of Acceptance. The land or site for school, park, and recreation land dedication must be suitable for the purpose for which it is intended. Land set aside by developers for schools, parks, recreation and conservation purposes shall not include what has been left over after residential, commercial, industrial and other development has been taken for prime land. The following requirements shall apply:

(1) Topography and grading.

The slope, topography, geology, grading and ground cover of the dedicated site must be suitable for its intended purposes and conform to design standards established by the Village Engineer. Grading on sites shall not differ greatly from surrounding land.

(2) Improved sites.

All sites shall be dedicated in a condition ready for full service of electrical, water, sewer and streets (including enclosed drainage and curb and gutter) as applicable to the location of the site, or acceptable provision made therefore. The sidewalk and parkway improvements will be installed before final acceptance of public improvements.

(3) Land conveyance by warranty deed.

The following requirements shall be provided prior to acceptance of any land to be dedicated or donated:

- a. A current survey;
- b. A title insurance commitment, acceptable to the Village, in an amount no less than the fair market value of the land as determined by the Village;
- c. A warranty deed;
- d. A written statement from the grantor or developer stating that they shall be responsible for paying the real estate taxes on the land until an exemption is obtained;
- e. A phase I environmental study indicating that the land is free from environmental contamination.

(c) Required land for school sites.

(1) Location. The comprehensive school plan and/or the standards adopted by the affected school district shall be used as a guideline in locating sites. Variances in land uses could, however, change the locations and/or number of sites. All elementary, junior high and senior high schools shall be located to serve the greatest number of children possible within walking distance. Access shall be available on fully improved streets. Adjacent land use to the school site must be considered. School sites shall not serve as buffers between residential-commercial and residential-industrial use.

(2) The amount of land to be dedicated shall be as described in Table 17.26.060(c). The school district may, at its discretion, authorize an alternative amount of land dedication, provided that the dedication meets the requirements of this Section.

(3) Whenever planning is done jointly with the Park District for a school-park site, the school-owned portion shall comply with the specifications contained herein.

(d) Required land for park, recreation, and conservation sites.

(1) Active areas shall be defined as those areas specifically adapted and planned for a wide range of physical activity such as group games, physical education, sports, and athletics. Facilities usually include, but are not limited to, playfields, game courts, rinks, ball diamonds, pools, tennis courts, community centers, and play apparatus. Passive areas shall be defined as settings designed for informal unscheduled activity based on individual, family, or group interests such as picnicking, nature lore, horticultural displays, hiking and biking, historical programs, and camping. Facilities may include, but not be limited to, landscape displays, rest pavilions, preschool tot lots, vest pocket parks for

senior citizens, woodland trails, outdoor education centers, botanical gardens, hobby areas for model planes, and kite flying.

(2) Location. The comprehensive park and recreation plan and/or the "Standards by Types of Recreation and Park Areas," as adopted by the Wheeling or Prospect Heights park district, shall be used as a guideline in locating sites. A central location which will serve equally the entire development is most desirable and whenever feasible, the site shall be in close proximity to elementary school sites. In large developments these sites can be located throughout the development according to established standards for park area distances.

(3) Credit for Private Open Spaces and Recreation Areas.

- a. When an owner, subdivider or developer provides their open space for recreation areas and facilities in their development, it has the effect of reducing the demand for local public recreational services. Depending on the size of the development, a portion of the park and recreation area in subdivisions or planned unit developments may, at the option of the Village Board, be provided in the form of private open space in lieu of dedicated public open space. The extent of same shall be determined by the Village Board, based upon the needs of the projected residents and in conformance to the total park and recreation land for the general area.
- b. In general, a substitution of private open space for dedicated parks will imply a substantially higher degree of improvement and the installation of recreational facilities, including equipment by the developer as part of his obligation. Detailed plans of such areas, including specifications of facilities to be installed, must be approved by the Village Board, and before any credit is given for private recreation areas, the owner, subdivider or developer must guarantee that these private recreation areas will be permanently maintained for such use by the execution of the appropriate legal documents. Private swimming clubs are included in this provision. When an adjustment for private recreation areas is warranted, it will be necessary to compute the total parkland dedication that would have been required from the subdivision or planned unit development and then subtract the credit to be given.

(4) The amount of land to be dedicated shall be as described in Table 17.26.070(c). The school district may, at its discretion, authorize an alternative amount of land dedication, provided that the dedication meets the requirements of this Section.

17.26.090 Reservation of additional land

Where the comprehensive plan for the standards of the Village calls for a larger amount of park and recreational land or school sites in a particular subdivision or planned unit development that the developer is required to dedicate, the land needed beyond the developer's contribution shall be reserved for subsequent purchase by the Village or other public entity designated by the Village; provided, that such acquisition is made within one year from the date of approval of the final plat.

17.26.100 Annexation

The policy of cash contributions or land dedications in lieu thereof as set forth in this chapter shall also apply to annexations of any land to the Village and provisions therefore shall be

governing all lands within the Village and shall be incorporated in any preannexation agreement governing such land.

17.26.110 Indemnification

Prior to distribution of any funds by the Village under Chapter 17.26, the affected park districts, library districts and school districts shall be required, as a condition of receiving the donations provided for in Chapter 17.26, to give to the Village a written hold harmless and indemnification agreement, to the Village's satisfaction. The hold harmless and indemnification agreement shall indemnify the Village from any loss, claims, costs (including reasonable attorney fees), and causes of actions of every kind incurred by the Village as a result, either directly or indirectly, of the enactment of this chapter, or the administration or enforcement thereof, including any loss, claims and causes of actions of every kind so incurred as a result of a lawsuit brought or threatened by any subdivider or developer including but not limited to claims or threatened claims related to the distribution or expenditure of such funds by the park districts, library districts and school districts. If the Village is sued by any subdivider or developer as a result, directly or indirectly, of the enactment or operation of this chapter, the affected park district, library district or school district may, at its option, undertake the defense thereof, but all costs and expenses of such defense, including attorney fees, shall then be borne by the affected park district, library district or school district."

SECTION B

The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate the other sections or provisions thereof.

SECTION C

This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Trustee _____ moved, seconded by Trustee _____ ,

that Ordinance No. _____ be passed.

PASSED this _____ day of _____ , 2010.

President Abruscato _____ Trustee Heer _____

Trustee Argiris _____ Trustee Horcher _____

Trustee Brady _____ Trustee Lang _____

Trustee Vogel _____

Ordinance No. _____

APPROVED this _____ day of _____, 2010.

Judy Abruscato
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

APPROVED AS TO FORM ONLY:

Village Attorney

PUBLISHED in pamphlet form this _____ day of _____, 2010, by order of the
Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

Chapter 17.26 PARK, SCHOOL AND LIBRARY DONATIONS

Sections

17.26.010	Park, school and library donations required.
17.26.020	Criteria for park and recreation land dedication.
17.26.030	Criteria for requiring school site dedication.
17.26.040	Criteria for requiring a contribution in lieu of park and school sites.
17.26.050	Density formula.
17.26.060	Reservation of additional land.
17.26.070	Combining with adjoining developments.
17.26.080	Topography and grading.
17.26.090	Improved sites.
17.26.100	Land conveyance by warranty deed.
17.26.110	Criteria for library district contributions.
17.26.120	Cash contributions.
17.26.130	Annexation.

17.26.010 Park, school and library donations required.

As a condition of approval of an annexation, a final plat of subdivision, or of a final plat of a planned unit development, each owner, subdivider or developer will be required to dedicate land for park and recreational purposes and land for school sites, to serve the immediate and future needs of the residents of the development or cash contribution in lieu of actual land dedication, or a combination of both, at the option of the Village, and make a cash contribution to provide adequate library facilities, in accordance with the criteria and formula set forth herein.

17.26.020 Criteria for park and recreation land dedication.

(a) Philosophy of Acceptance. The land or site for park and recreation land dedication must be suitable for the purpose for which it is intended. Land set aside by developers for parks, recreation and conservation purposes shall not include what has been left over after residential, commercial, industrial and other development has been taken for prime land.

(b) Requirement and Population Ratio. The ultimate density of a proposed development shall bear directly upon the amount of land required for dedication. The total requirement shall be ten acres of active and passive land per one thousand of ultimate population with 5.5 acres of land per one thousand of ultimate population dedicated to active use in accordance with the following classification:

	Types of Recreation Area	Size Range	Minimum Acres per 1,000 people
(1)	Play Lot	Minimum 8,000 sq. ft.	Not applicable
(2)	School-Park (Neighborhood	Minimum Park of 5 acres	1.25
(3)	Neighborhood Park	Minimum 3 1/2 acres	1.0
(4)	District-wide Park or Play Field	Minimum 4 acres up to 30 acres	1.25
(5)	Community-wide Recreation Park	Minimum 12 acres up to 30 acres	2.0
		TOTAL	5.5 acres of land per 1,000 people

Active areas shall be defined as those areas specifically adapted and planned for a wide range of physical activity such as group games, physical education, sports, and athletics. Facilities usually include, but are not limited to, playfields, game courts, rinks, ball diamonds, pools, tennis courts, community centers, and play apparatus. Passive areas shall be defined as settings designed for informal unscheduled activity based on individual, family, or group interests such as picnicking, nature lore, horticultural displays, hiking and biking, historical programs, and camping. Facilities may include, but not be limited to, landscape displays, rest pavilions, preschool tot lots, vest pocket parks for senior citizens, woodland trails, outdoor education centers, botanical gardens, hobby areas for model planes, and kite flying.

(c) Location. The comprehensive park and recreation plan and/or the "Standards by Types of Recreation and Park Areas," as adopted by the Wheeling or Prospect Heights park district, shall be used as a guideline in locating sites. A central location which will serve equally the entire development is most desirable and whenever feasible, the site shall be in close proximity to elementary school sites. In large developments these sites can be located throughout the development according to established standards for park area distances.

(d) Credit for Private Open Spaces and Recreation Areas.

(1) When subdividers or developers provide their own open space for recreation areas and facilities, it has the effect of reducing the demand for local public recreational services. Depending on the size of the development, a portion of the park and recreation area in subdivisions or planned unit developments may, at the option of the Village Board, be provided in the form of private open space in lieu of dedicated public open space. The extent of same shall be determined by the Village Board, based upon the needs of the projected residents and in conformance to the total park and recreation land for the general area.

(2) In general, a substitution of private open space for dedicated parks will imply a substantially higher degree of improvement and the installation of recreational facilities, including equipment by the developer as part of his obligation. Detailed plans of such areas, including specifications of facilities to be installed, must be approved by the Village Board, and before any credit is given for private recreation areas, the subdivider or developer must guarantee that these private recreation areas will be permanently maintained for such use by the execution of the appropriate legal documents. Private swimming clubs are included in this provision. When an adjustment for private recreation areas is warranted, it will be necessary to compute the total parkland dedication that would have been required from the subdivision or planned unit development and then subtract the credit to be given.

17.26.030 Criteria for requiring school site dedication.

(a) Philosophy of Acceptance.

(1) All elementary, junior high, and senior high schools shall be located to serve the greatest number of children possible within walking distance. Access shall be available on fully improved streets.

(2) Adjacent land use to the school site must be considered. School sites shall not serve as buffers between residential-commercial and residential-industrial use.

(b) Requirement and Population Ratio.

(1) The ultimate number of students to be generated by a subdivision or planned unit development shall bear directly upon the amount of land required to be dedicated for school sites.

(2) The land dedication requirement shall be determined by obtaining the ratio of the estimated children to be served in each such school classification over the maximum recommended number of students to be served in each such school classification as stated herein, and then applying such

ratio to the minimum recommended number of acres for a school site of each such school classification as stated herein. The product thereof shall be the acres of land deemed needed to have sufficient land for school sites to serve the estimated increased children in each school classification.

(c) **School Classifications and Size of School Site.**

School classifications and size of school sites within the Village shall be determined in accordance with the following criteria:

School Classification by Grades	Maximum Number of Students for Each Such School Classification	Minimum Number of Acres Land for Each School Site of Such Classification
Elementary Schools, Grades Kindergarten thru 5th (K-5)	600 students	11 acres
Junior High Schoos, Grades 6th thru 8th (6-8)	900 students	19 acres
High Schools, Grades 9th thre 12th (9-12)	2,300 students	40 acres

Whenever planning is done jointly with the Park District for a school-park site, the school-owned portion shall comply with the specifications contained herein.

(d) **Location.** The comprehensive school plan and/or the standards adopted by the affected school district shall be used as a guideline in locating sites. Variances in land uses could, however, change the locations and/or number of sites.

17.26.040 Criteria for requiring a contribution in lieu of park and school sites.

(a) Where the development is small and the resulting site is too small to be practical or when the available land is inappropriate for park and recreational purposes or a school site, the Village shall require the subdivider or developer to pay a cash contribution in lieu of the land dedication required. The cash contributions in lieu of park and recreation land dedication shall be paid to the park district or other public entity designated by the Village, for the acquisition of park and recreation land as hereinbefore classified, which will be available to serve the immediate or future needs of the residents of that subdivision or development or for the improvement of other existing local park and recreation land which already serves such needs.

The cash contributions in lieu of school sites shall be paid to the appropriate school district designated by the Village for use in the acquisition of land for a school site to serve the immediate or future needs of children from that subdivision or development or for the improvement to any existing school site which already serves such needs or for the improvement or use of any school site specifically and uniquely attributable to the proposed subdivision or development and also for the construction of any school building or additions thereto.

Prior to distribution of any funds under this Title to a public entity, the public entity shall give to the Village a hold harmless and indemnification, indemnifying the Village from any and all causes of action or other liability that may arise on account of the distribution or an expenditure of the funds by the public entity.

(b) **Fair Market Value.** The cash contributions in lieu of land shall be based on the fair market value of the acres of land in the area improved as specified herein, that otherwise would have been dedicated as park and recreation and school sites. Fair market value of such improved land in and surrounding the Village is

one hundred five thousand dollars (\$105,000.00) per acre and such figure shall be used in making any calculation herein.

(c) **Criteria for Requiring Dedication and a Fee.** There may be situations in subdivisions or planned unit developments when a combination of land dedication and contribution in lieu of land are both advisable. These occasions will arise when:

(1) Only a portion of the land to be developed is proposed as the location for a park or school site. That portion of the land within the subdivision falling within the park or school location shall be dedicated as a site as aforesaid, and a cash contribution in lieu thereof shall be required for any additional land that would have been required to be dedicated;

(2) A major part of the local park or recreation site or school site has already been acquired and only a small portion of land is needed from the development to complete the site. The remaining portions shall be required by dedication, and a cash contribution in lieu thereof shall be required.

17.26.050 Density formula.

The most current table of estimated ultimate population per dwelling unit, children per dwelling unit as published by the Illinois School Consulting Service/Associated Municipal Consultants, Inc., Naperville, Illinois, shall be used to determine population density of a development. This table of population density is generally indicative of current and short range projected trends in family size for new construction and shall be used in calculating the amount of required dedication of acres of land or the cash contributions in lieu thereof unless a written objection is filed thereto by the subdivider or developer.

In the event a subdivider or developer files a written objection to the table of estimated ultimate population listed in this section, the subdivider or developer shall submit his or her own demographic study showing the estimated additional population to be generated from the subdivision or planned unit development; and in that event final determination of the density formula to be used in such calculations shall be made by the Village Board based upon such demographic information submitted by the subdivider or developer, and from other sources which may be submitted to the Village Board by the park district, school district, library districts or others.

17.26.060 Reservation of additional land.

Where the comprehensive plan for the standards of the Village calls for a larger amount of park and recreational land or school sites in a particular subdivision or planned unit development that the developer is required to dedicate, the land needed beyond the developer's contribution shall be reserved for subsequent purchase by the Village or other public entity designated by the Village; provided, that such acquisition is made within one year from the date of approval of the final plat.

17.26.070 Combining with adjoining developments.

Where the subdivision or planned unit development is less than forty acres, public open space or a school site which is to be dedicated should, where possible, be combined with dedications from adjoining developments in order to produce usable recreation areas or school sites without hardship on a particular developer.

17.26.080 Topography and grading.

The slope, topography, geology, grading and ground cover of the dedicated site must be suitable for its intended purposes and conform to design standards established by the Village Engineer. Grading on sites shall not differ greatly from surrounding land.

17.26.090 Improved sites.

All sites shall be dedicated in a condition ready for full service of electrical, water, sewer and streets (including enclosed drainage and curb and gutter) as applicable to the location of the site, or acceptable provision made therefore. The sidewalk and parkway improvements will be installed before final acceptance of public improvements.

17.26.100 Land conveyance by warranty deed.

The following requirements shall be provided prior to acceptance of any land to be dedicated or donated:

- (a) A current survey;
- (b) A title insurance commitment, acceptable to the Village, in an amount no less than the fair market value of the land as determined by the Village;
- (c) A warranty deed;
- (d) A written statement from the grantor or developer stating that they shall be responsible for paying the real estate taxes on the land until an exemption is obtained;
- (e) A phase I environmental study indicating that the land is free from environmental contamination.

17.26.110 Criteria for library district contributions.

(a) Requirement. The ultimate density of a proposed development shall bear a direct relationship upon the cash contribution required.

(b) A cash contribution requirement shall be determined by multiplying the total number of dwelling units in the proposed development by the product of the population per dwelling unit multiplied by the then per capita cost of provided library services as determined by the library district.

17.26.120 Cash contributions.

Cash contributions shall be made at the time building permits are issued. In the event a subdivider or developer files a written request to make payment at some time other than at the issuance of building permits, the Village Board will consult the park district, school district, and library district and make a final determination of a payment schedule. Alternative payment schedules shall always precede the issuance of building permits.

17.26.130 Annexation.

The policy of land dedications or cash contributions in lieu thereof as set forth in this chapter shall also apply to annexations of any land to the Village and provisions therefore shall be governing all lands within the Village and shall be incorporated in any preannexation agreement governing such land.